

From: [Pastor Jeff Cooper, II](#)
To: [Joe Dingle](#); [Kiera Riley](#)
Cc: [stansugarman@gmail.com](#)
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)
Date: Wednesday, July 2, 2025 3:03:11 PM

THIS EMAIL IS FROM AN EXTERNAL SENDER!

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Thanks. Standing by.



Rev. Jeffery B. Cooper, II
Senior Pastor, Turner Monumental A.M.E. Church

[404.378-5970 office](#) [404.862.5434 cell](#)
 [www.turnermonumental.org](#) [pastor@turnermonumental.org](#)
 [66 Howard Street NE, Atlanta, GA 30317](#)

On Jul 2, 2025 at 2:54 PM -0400, Kiera Riley <KRiley@investatlanta.com>, wrote:

Hi Pastor Cooper,
The documents will be sent out shortly. They will be sent via adobe sign from Bernitta Harris.

Thanks
Kiera

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Monday, June 30, 2025 1:11 PM
To: Kiera Riley <KRiley@investatlanta.com>
Cc: Pastor Jeff Cooper, II <pastor@turnermonumental.org>; stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Okay, got it. Thanks for the heads up Kiera. I believe they should go to Pastor Cooper for his signature just to confirm. Thanks for all of the guidance with this.

Joe

On Mon, Jun 30, 2025 at 12:26 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe,

The loan documents have not been sent for execution. I am waiting on the final version and will send it for your signature hopefully by end of day.

Kiera Riley

Multifamily & Transaction Services Coordinator
riley@investatlanta.com | Main: 404.614.8333
133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303
[To sign up for IA news, click here](#)

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Monday, June 30, 2025 12:08:08 PM
To: Pastor Jeff Cooper, II <pastor@turnermonumental.org>
Cc: Kiera Riley <KRiley@investatlanta.com>; stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Kiera, great chatting the other day. I appreciate you explaining that we were working on the alternate signatory on the IA side of things and that

we will submit our invoices to date with the first draw post loan closing.

Pastor Cooper, I just wanted to check in and ask if you had received any docusign info with the loan? Sometimes these types of emails go to my junk folder so just wanted to make sure that wasn't the case.

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Tue, Jun 24, 2025 at 4:12 PM Joe Dingle <joe@stryantinvestments.com> wrote:

Good afternoon everyone,

Hope everyone had a great weekend. Kiera, is there anything we need to do as far as submitting invoices for the loan closing?

Thanks,
Joe

On Thu, Jun 19, 2025 at 11:02 AM Joe Dingle <joe@stryantinvestments.com> wrote:

Awesome, thank you Pastor Cooper.

Kiera, do we need to prepare a closing package with eligible invoices and costs to date and use the requisition process for invoices received moving forward?

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Wed, Jun 18, 2025 at 4:54 PM Pastor Jeff Cooper, II <pastor@turnermonumental.org> wrote:

Sorry for the delay. I'm good.

Rev. Jeffery B. Cooper, II
Senior Pastor, Turner Monumental A.M.E. Church

photo [404.378-5970 office](tel:404.378.5970) [404.862-5434 cell](tel:404.862.5434)
 www.turnermonumental.org pastor@turnermonumental.org
 66 Howard Street NE, Atlanta, GA 30317

On Jun 18, 2025 at 3:15 PM -0400, Joe Dingle <joe@stryantinvestments.com>, wrote:

Thank you Kiera, if/when Pastor Cooper confirms he's comfortable with your explanation and doesn't have any other questions, I think we're good to go.

Thanks,
Joe

On Wed, Jun 18, 2025 at 10:17 AM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe,

This is great news!

I will not be able to confirm the loan forgiveness until all funds have been utilized. We will provide a letter of confirmation from our CEO once the funds have been expended and all program requirements are confirmed.

If there are any questions or comments. I will send the documents via adobe for signature later today.

Kiera Riley

Multifamily & Transaction Services Coordinator
kriley@investatlanta.com | Main: 404.614.8333
133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303
[To sign up for IA news, click here](#)

From: Joe Dingle <joe@stryantinvestments.com>

Sent: Wednesday, June 18, 2025 9:44:19 AM

To: Kiera Riley <KRiley@investatlanta.com>

Cc: pastor@turnermonumental.org <pastor@turnermonumental.org>; stansugarman@gmail.com <stansugarman@gmail.com>

Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Hi Kiera,

We reviewed the documents and are ready to sign. We had two questions.

1. When we previously spoke, I believe you mentioned that the church had likely already met the requirements for loan forgiveness based on our development partnership. Is there a form or document that confirms that the loan is forgiven?
2. How do we officially "close" do we need to docusign anything to execute or what is the process?

We really appreciate your guidance in getting us through this process and are looking forward to working with you on this!

Best,

Joe Dingle
Stryant Investments
(404) 558-0816

On Fri, Jun 13, 2025 at 1:41 PM Joe Dingle <joe@stryantinvestments.com> wrote:

Kiera,

Thank you for these documents. Want to let you know that I received them. We'll take a look at them and reach out with any questions.

Thanks,
Joe

On Fri, Jun 13, 2025 at 12:34 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Good Afternoon,

Please find attached a draft of the Faith Based Development initiative Loan Documents for your review. Also, please fill in the highlighted sections with the exception of the date.

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Friday, June 6, 2025 10:47 AM
To: Kiera Riley <KRiley@investatlanta.com>
Cc: pastor@turnermonumental.org <pastor@turnermonumental.org>; stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Got it, I appreciate the update Kiera. We'll be on the lookout for the docs.

Best,
Joe

On Fri, Jun 6, 2025 at 10:25 AM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe,

Yes we are squared away on the due diligence unless legal ask for additional information.

I was hoping to have a draft today nonetheless once I receive the draft I will send it to you.

Best,
Kiera

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Thursday, June 5, 2025 10:40 AM
To: Kiera Riley <KRiley@investatlanta.com>
Cc: pastor@turnermonumental.org <pastor@turnermonumental.org>; stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Hi Kiera,

Just touching base on the Turner AME project and draft loan docs. Also, are we squared away on the information you need from us?

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, May 29, 2025 at 2:32 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Perfect!

Thanks so much for the update!

From: pastor@turnermonumental.org <pastor@turnermonumental.org>
Sent: Thursday, May 29, 2025 2:28 PM
To: Joe Dingle <joe@stryantinvestments.com>; Kiera Riley <KRiley@investatlanta.com>
Cc: stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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The updates have been made on the SOS site.



Rev. Jeffery B. Cooper, II
Senior Pastor
Turner Monumental A.M.E. Church



404.378-5970 office 404.862.5434 cell
 www.turnermonumental.org
 pastor@turnermonumental.org
 66 Howard Street NE, Atlanta, GA 30317



On May 28, 2025 at 3:33 PM -0400, Kiera Riley <KRiley@investatlanta.com>, wrote:

Apologies that was not a question.

From: Kiera Riley <KRiley@investatlanta.com>
Sent: Wednesday, May 28, 2025 3:32 PM
To: pastor@turnermonumental.org <pastor@turnermonumental.org>; Joe Dingle <joe@stryantinvestments.com>
Cc: stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

Thanks,

Please let me know once the updates have been made.

In the interim we are working on the draft?

From: pastor@turnermonumental.org <pastor@turnermonumental.org>
Sent: Wednesday, May 28, 2025 3:22 PM
To: Joe Dingle <joe@stryantinvestments.com>; Kiera Riley <KRiley@investatlanta.com>
Cc: stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Thanks. We are getting that updated and should have it done shortly. That site is outdated and was not updated recently. Per our Discipline the Pastor is the only person authorized to sign.



Rev. Jeffery B. Cooper, II
Senior Pastor
Turner Monumental A.M.E. Church



404.378-5970 office 404.862.5434 cell
 www.turnermonumental.org
 pastor@turnermonumental.org
 66 Howard Street NE, Atlanta, GA 30317



On May 28, 2025 at 3:19 PM -0400, Kiera Riley <KRiley@investatlanta.com>, wrote:

Hi Joe,

It appears that Pastor Cooper is not authorized to sign on behalf of the church. Are any of the following officers available?

<image.png>

From: Joe Dingle <joe@stryantinvestments.com>

Sent: Wednesday, May 28, 2025 2:26 PM

To: Kiera Riley <KRiley@investatlanta.com>

Cc: Rev. J.B. Cooper, II <pastor@turnermonumental.org>;

stansugarman@gmail.com <stansugarman@gmail.com>

Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Hi Kiera,

I've attached the articles of incorporation here. Max Cleland was the Secretary of State of GA if you can believe it! As far as internal bylaws go, Turner AME is guided by the Book of Discipline for AME churches. I've included an Amazon link to it here but not sure if this is useful for this application in your view or you're okay with the articles of incorporation. Please let me know. Happy to hop on the phone if needed too.

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Wed, May 28, 2025 at 1:31 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe,

To move forward, we'll need a copy of either the Articles of Incorporation filed with the Secretary of State or the bylaws. These documents typically identify the individuals who are authorized to act on behalf of the entity.

You can usually obtain a copy of the Articles of Incorporation by searching your entity's name on your state's Secretary of State website.

Once we receive this information I believe we will have all the required documents.

Thanks!

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Wednesday, May 28, 2025 12:48 PM
To: Kiera Riley <KRiley@investatlanta.com>; Rev. J.B. Cooper, II <pastor@turnermonumental.org>
Cc: stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Hello Kiera,

Thanks again for the call yesterday. I've included the documents you requested with the exception of the bylaws as a zip attachment. I believe Pastor Cooper previously mentioned that the challenge with producing the bylaws is that they aren't specific to Turner AME but are in a book that serves as the bylaws for the larger AME church. Pastor Cooper can you please correct me if I'm wrong here?

Kiera, if you could please let us know that this is all you need/or if you need anything else that would be much appreciated.

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Tue, May 27, 2025 at 4:39 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe and Stan,

It was great meeting with you just wanted to recap that the following due diligence items are still outstanding:

- 2 year financial statements from Turner Monumental AME Church
- Dated Partnership Agreement
- Borrower Article of Incorporation
- Borrower Bylaws

From: Google Calendar <calendar-notification@google.com> on behalf of Joe Dingle <joe@stryantinvestments.com>
Sent: Tuesday, May 27, 2025 10:05 AM
To: Kiera Riley <KRiley@investatlanta.com>
Subject: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)
When: Tuesday, May 27, 2025 3:00 PM-3:30 PM.
Where: Microsoft Teams Meeting

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Joe Dingle has accepted this invitation.

Attachments





From: Joe Dingle
Sent: Friday, May 23, 2025 7:38:27 PM
To: Kiera Riley
Cc: pastor@turnermonumental.org ; stansugarman@gmail.com
Subject: Re: FBDI - Turner AME - 78/88 Howard

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Hi Kiera,

Thanks for the update. I know Tuesday late afternoon after 3 PM would work for me. I hope you have a great holiday weekend as well.

Thanks,

Joe

On Fri, May 23, 2025 at 3:10 PM Kiera Riley > wrote:
Hi Joe,

Thanks for the email. I understand that you are eager to close, please rest assured that I am reviewing the documents that you have submitted, and we are working on drafting the closing documents. Once I have the closing documents in hand, I will be sure to send them over.

I am happy to set up a call on Tuesday to discuss the closing timeline further.

Have a great weekend and I will be in touch.

Kiera Riley

Community Development Project Manager

kriley@investatlanta.com | Main: 404.614.8333

133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303

[cid:ii_196fea5e0fed13fd2fb]

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[cid:ii_196fea5e0fe61fe55bc]

[cid:ii_196fea5e0fe36a8a7cad] [cid:ii_196fea5e0fe63bfe884e]

[cid:ii_196fea5e0fece63ffdef]

From: Joe Dingle >
Sent: Wednesday, May 14, 2025 11:15 AM
To: Kiera Riley >
Cc: pastor@turnermonumental.org >; stansugarman@gmail.com >
Subject: Re: FBDI - Turner AME - 78/88 Howard

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Hi Kiera,

I hope all is well. I called yesterday and just want to know if there's anything else you need from our team or anything else to do here at the moment. I've let our architects know that we're working diligently to close this loan so that we can work to get them paid. Please let me know if there's anything else you need from our end or if there are draft loan docs the IA legal team can share to expedite on our end. Apologies if I'm being a pest but trying to get the A/E/C team paid so we can keep plans progressing. Hope to talk soon.

Thanks!

Joe Dingle
Stryant Investments
(404) 558-0816

On Wed, Apr 30, 2025 at 10:07 AM Joe Dingle > wrote:
Hi Kiera,

I hope all is well. I just wanted to follow up on our loan info submission. Is there anything else that you need from our team? Also, is there a way we could take a look at the loan docs in advance of being fully approved to proceed?

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, Apr 24, 2025 at 11:41 AM Joe Dingle > wrote:
Hi Kiera,

Great catching up with you Monday. Thanks again for the call. I wanted to follow up and include the executed Authorized Borrower form here for Turner Monumental AME . If there is anything else you need from us please let us know. Also, we're happy to review the draft loan agreement whenever you're able to send it. I look forward to talking more soon and moving this forward! Thanks for all of your help.

Best,

Joe Dingle
Stryant Investments
(404) 558-0816

On Fri, Apr 11, 2025 at 10:55 AM Joe Dingle > wrote:
Hi Kiera,

Thank you again for your time yesterday. As we discussed I submitted the application with the checklist items we had. I've attached the bank information for 2d as well as the federal tax ID No. in 4a. Because the authorized borrowers representative form and signature block require a notary, we anticipate we'll have that by Monday at the latest.

Can we please proceed to getting the draft loan documents and work toward the closing on the 22nd?

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, Apr 10, 2025 at 4:07 PM Kiera Riley > wrote:
Thanks Joe

Kiera Riley

Multifamily & Transaction Services Coordinator

kriley@investatlanta.com | Main: 404.614.8333

133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303

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From: Joe Dingle >
Sent: Thursday, April 10, 2025 3:53:39 PM
To: pastor@turnermonumental.org >
Cc: Kiera Riley >
Subject: Re: FBDI - Turner AME - 78/88 Howard

THIS EMAIL IS FROM AN EXTERNAL SENDER!

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Kiera,

Thank you again for taking the time to speak with us today. Really positive conversation and excited things are moving forward. As we discussed on the zoom, I've submitted the application with all of the attachments we have available right now. There will be a few more that we are able to get later today and tomorrow to complete the package. But wanted to go ahead and let you know what I have in and let you know what we'll be delivering shortly.

I'll let you know shortly, when we have the remaining documents from the checklist which are:

- 2d) Financials
- 4a) Federal Tax ID Number of borrower
- 4b) Authorized borrowers representative form
- 4c) Signature block

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Mon, Apr 7, 2025 at 2:00 PM Joe Dingle > wrote:
Excellent, thank you Pastor Cooper. I just sent a zoom invite and look forward to speaking with everyone Thursday.

Best,
Joe

On Mon, Apr 7, 2025 at 1:57 PM > wrote:
Thanks. 10 am works.

[Blessings,]

[photo]

Rev. Jeffery B.Cooper, II

Senior Pastor
Turner Monumental A.M.E. Church

[icon] 404.378-5970 office [icon] 404.862.5434 cell

[icon] www.turnermonumental.org

[icon] pastor@turnermonumental.org

[icon] 66 Howard Street NE

When

Tuesday May 27, 2025 · 3pm – 3:30pm (Eastern Time - New York)

Location

Microsoft Teams Meeting

[View map](#)

Guests

Kiera Riley - organizer
Joe Dingle - creator
stansugarman@gmail.com - optional
pastor@turnermonumental.org - optional

[View all guest info](#)

Invitation from [Google Calendar](#)

You are receiving this email because you are an attendee on the event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

The Atlanta Development Authority
d/b/a Invest Atlanta, as
Agent for the City of Atlanta, Georgia for
The Faith-Based Development Initiative Loan Program

LOAN AGREEMENT

THIS LOAN AGREEMENT (“**Agreement**”) is dated as of July 2nd, 2025, by and between **TURNER MONUMENTAL A.M.E. CHURCH, INC.**, an entity organized and duly operating pursuant to Internal Revenue Code Section 501(c)(3) (hereinafter referred to as “**Borrower**”), and **THE URBAN RESIDENTIAL FINANCE AUTHORITY OF THE CITY OF ATLANTA, GEORGIA**, a public body corporate and politic of the State of Georgia, (“**URFA**”) as Agent for the City of Atlanta, Georgia, a municipal corporation chartered under the laws of the State of Georgia (hereinafter referred to as “**Lender**”).

WITNESSETH:

That the parties hereto, intending to be legally bound hereby, and for and in consideration of the premises and the mutual covenants hereinafter contained, do hereby covenant, agree and bind themselves as follows:

The Borrower has requested a loan from the Lender and the Lender is willing to make a loan to Borrower in the principal amount of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** at the rate of ZERO PERCENT (0.00%) per annum with a maturity of TWENTY-FOUR (24) MONTHS from the date of this Agreement (the “**Loan**”) upon terms set forth herein and in that certain Promissory Note of even date herewith, delivered to evidence the Borrower’s repayment obligations under this Agreement. The following agreement pertains to financial assistance provided under the City of Atlanta’s Faith-Based Development Initiative (“**FBDI**”) Loan Program.

ARTICLE I

REPRESENTATIONS AND WARRANTIES

The Borrower in consideration of the Lender making the Loan, hereby warrants, represents and agrees as follows:

Section 1.01 The Borrower is an entity organized and duly operating pursuant to Internal Revenue Code Section 501(c)(3) whose principal office is located at 66 Howard Street, N.E., Atlanta, Georgia, 30317 (herein referred to as “**Business**”).

Section 1.02 The Borrower is in good standing under the laws of the jurisdiction of its organization and has all requisite power, authority and licenses required to carry out its business as now conducted and proposed to be conducted.

Section 1.03 The execution and delivery of and performance of the obligations and agreements of the Borrower, set forth or referred to in this Agreement, the Note and the certificates delivered contemporaneously with the closing of the Loan (collectively, together “**Loan Documents**”), are within the power and authority of the Borrower, have been duly authorized by all necessary actions. Resolutions and proceedings of the Borrower (“**Borrower Entity Approvals**”) and will not contravene any provision of law or regulation or any judgement, order or decree which the Borrower is subject.

Section 1.04 There is no action, suit or proceeding pending or, to the best knowledge of the Borrower, threatened against or affecting the Borrower before any court, governmental department, commission, board or any federal, state, county, municipal or other instrumentality, agency or authority which might adversely affect the power and authority of the Borrower or the ability of the Borrower to perform the obligations and agreements of the Borrower set forth or referred to in this Agreement or the Note.

Section 1.05 The Borrower has the requisite power and the authority to execute and perform under this Agreement, the Note and the other closing documents executed in connection therewith.

Section 1.06 The issuance, performance, execution and delivery of this Agreement and the Note, and the consummation of the transactions contemplated thereby will not conflict with or constitute a violation of a default under any other agreement or instrument to which the Borrower is a party or by which it is bound, or any order, rule or regulation of any court or governmental agency having jurisdiction over the Borrower or its activities.

Section 1.07 No loan document, including the application submitted to the Lender, this Agreement, the Promissory Note nor the closing certificates delivered in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state any fact necessary to make the factual statements therein taken as a whole not materially misleading in light of the circumstances under which it was furnished.

ARTICLE II

AFFIRMATIVE COVENANTS

Section 2.01 Until the Loan is repaid in full, the Borrower will:

- a. maintain books and records for the Business in accordance with generally accepted accounting principles (“**GAAP**”);
- b. upon request furnish to the Lender unaudited balance sheets and operating figures on a quarterly basis;

c. within one hundred-twenty (120) days after the close of the Borrower's fiscal year, upon request furnish to the Lender annual audited financial statements, including, but not limited to, a balance sheet as of the close of such fiscal year of the Business, certified by an independent public accountant satisfactory to the Lender, attaching the report of such independent public accountant;

d. upon request furnish to the Lender any such other data, financial or otherwise, as the Lender may reasonably request;

e. at all times, permit a representative of the Lender to inspect and make copies of the Borrower's books and records;

f. inform the Lender of all threatened and pending litigation against the Borrower;

g. maintain executive personnel and management satisfactory to the Lender;

h. maintain adequate fire insurance, public liability insurance, Workers' Compensation insurance, life insurance and such other insurance as the Lender from time to time may require and, upon the Lender's request, deliver the policies concerned to the Lender; and

i. pay all taxes, assessments, fees, governmental charges, claims for labor, supplies, rent and all other obligations or liabilities of any kind when due and payable, except liabilities being contested in good faith.

Section 2.02 For so long as the Borrower is not in default under this Agreement or any related documents, the Lender shall make disbursements to the Borrower no more than once per month and only upon submission of the following documents:

a. a requisition substantially in the form attached hereto as **Exhibit A** and incorporated herein by this reference (the "Requisition"). Each Requisition shall be signed by an Authorized Borrower Representative (as hereinafter defined). As used herein, the term "Authorized Borrower Representative" means any person who, at any time and from time to time, is designated as the Borrower's Authorized Representative by written certificate furnished to the Lender, which certificate must contain the specimen signature of the person authorized to act on behalf of the Borrower, which certificate may designate an alternate or alternates.

b. a complete set of all supporting materials as reasonably determined by the Lender, including the *Scope of Work/Budget*, and invoices for the pre-development expenditures.

Each Requisition (together with the required supporting materials) shall be delivered to the Lender by FedEx, UPS or other similar overnight courier service (whether overnight or direct delivery) or by email addressed to the Lender as follows:

The Atlanta Development Authority
d/b/a Invest Atlanta
133 Peachtree Street, N.W.
Suite 2900
Atlanta, Georgia 30303
Attn: Ms. Vickey Roberts (vroberts@investatlanta.com)

The Lender shall give the Borrower written notice of the Lender's approval or disapproval of each Requisition within five (5) Business Days after the Lender actually receives such written Requisition from the Borrower, together with a complete set of supporting materials.

ARTICLE III

NEGATIVE COVENANTS

Section 3.01 Until the Loan is repaid in full, the Borrower will not, without the prior written consent of the Lender, which consent shall not be unreasonably withheld:

a. Sell any accounts receivable; lend any money; mortgage, assign, hypothecate or encumber any of the Business assets; sell, transfer or assign any assets except in the ordinary course of business, or guarantee, endorse or otherwise become surety for or upon the obligations of others except endorsing instruments for deposit or collection in the ordinary course of business.

b. If the Borrower is a corporation it shall not, through its corporate name or any d/b/a (i.e., trade name), pay any dividends on any of its outstanding shares or make any other distributions to its owners; purchase or redeem any of its shares of ownership; or alter or amend its capital structure to become a party to a merger or a consolidation.

c. Consent to the application of any condemnation awards or insurance proceeds for any purpose that does not include the immediate payment of the Lender of amount required to pay any outstanding amounts due under the Note.

d. Merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure without the consent of the Lender.

e. Use the Loan funds for any purpose other than as specified in the FBFI Application and other purposes as have been previously presented to and approved by the Lender.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01 The obligation of the Lender to consummate the transactions contemplated herein including making the Loan on the closing date, are subject to the satisfaction or waiver of the following conditions precedent:

a. The Lender shall have received fully-executed copies of each Loan Document.

b. The Lender shall have received a closing certificate of the Borrower in a form acceptable reasonably acceptable to the Lender, which certificate shall include as exhibits the (i) Borrower's organizational document which are certified as of a recent date, (ii) signature and incumbency certificates of officers or duly authorized agents or principals of the Borrower executing the Loan Documents, (iv) resolutions of the board of directors or similar governing body of the Borrower approving and authorizing the execution, delivery and performance of this

Agreement and the other Loan Documents to which it is a party or by which it or its assets may be bound, a good standing certificate from the applicable governmental authority of the Borrower's jurisdiction of incorporation, organization or formation.

c. The Lender shall have received any other documentation as the Lender may reasonably require in connection with this Agreement and the transactions evidenced hereby.

Section 4.02 All Lender financial assistance provided through FBDI Loan Program is made on the condition that the Borrower apply the funds consistent with the description outlined in the FBDI Application, which shall survive closing, and which specifies the location of the Business, that such assistance is accepted solely for the uses as approved in the FBDI Application, and that such funds shall not be diverted or used in another manner without written approval of the Lender.

Section 4.03 All financial statements, profit and loss statements, statements as to ownership and other statements given to the Lender are and shall be true and correct and shall omit no fact, the omission of which would make them materially misleading.

Section 4.04 As evidence and security for the Loan, the Borrower will deliver or caused to be delivered to the Lender the following collateral or duly secured instruments of security or guaranty and other transaction documents, and will comply with all the terms, conditions and provisions of such instruments:

- a. This Agreement; and
- b. the Note.

The documents referred to in this Section 4.04 are collectively referred to herein as the “**Borrower Documents**”.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01 Any of the following shall be an “**Event of Default**” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. The Borrower fails to pay when and as required to be paid and as set forth herein or in the Note, any payment when due under this Agreement and the Note.

b. Any representation, statement or warranty deemed to be made by the Borrower in this Agreement, the Note or any certificate, document or report delivered in conjunction with the transactions contemplated by this Agreement shall not be true and correct in all material respects or shall have been false or misleading in any material respect on the date when made.

c. The Borrower's failure to perform or the breach of any provision or undertaking contained herein or in any of the Borrower Documents.

d. The dissolution or liquidation of the Borrower or the voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding which shall remain undismissed for sixty (60) days, or failure by the Borrower to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations at the Business, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with its creditors or the failure generally by the Borrower to pay its debts as they become due.

e. If the Lender determines that the Borrower has used funds in an unauthorized manner and such misuse of funds is not remedied within fifteen (15) days.

Section 5.02 Whenever any Event of Default shall have occurred and be continuing, the Lender may take one or any combination of the following remedial steps:

a. Declare the Loan to be immediately due and payable;

b. During regular business hours of the Borrower obtain access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Borrower; or

c. Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it, it shall not be necessary to give any notice.

Section 5.03 In the event the Lender should employ attorneys or incur other expenses for the collection of payments required hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it will on demand therefor pay to the Lender the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Lender.

ARTICLE VI

MISCELLANEOUS

Section 6.01 This Agreement shall continue for as long as the Loan or any part thereof or renewal or extension thereof remains unpaid. No consent or waiver under this Agreement shall be effective unless in writing. No waiver of any breach or event of default shall be deemed a waiver of any other breach or event of default thereafter occurring.

Section 6.02 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 6.03 Unless the Loan is deemed forgiven by the Lender, the Borrower agrees to pay a late fee of five percent (5%) of the monthly installment payment for all loan payments not received at least fifteen (15) days past the due date.

Section 6.04 The headings and captions of the articles, sections, subsections, paragraphs, and subdivisions of this Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

Section 6.05 If fulfillment of any provision hereof or of any of the other Loan Documents or any transaction related hereto or thereto at the time performance of such provisions shall be due shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

Section 6.06 Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

Section 6.07 The Borrower shall indemnify the Lender, its officers, directors, employees and representatives from and hold each of them harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses, and disbursements incurred by any of them as a result of, or arising out of, or in any way related to, or by reason of, any investigation, litigation, or other proceeding (whether or not the Lender is a party thereto) related to the entering into and/or performance of this Agreement, any Loan Document, or the use of the proceeds of the Loan, or the consummation of any transactions contemplated herein, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation, litigation, or other proceeding (but excluding any such liabilities, obligations, and losses, to the extent incurred by reason of the gross negligence or willful misconduct of the person to be indemnified).

Section 6.08 Borrower and Lender acknowledge and agree that nothing contained in this Agreement or in the other Loan Documents, and that nothing contained in any other instrument or document by and between Borrower and Lender relating to the Loan, is intended or shall be construed to establish Borrower and Lender as joint venturers or partners. Borrower hereby indemnifies and agrees to hold Lender harmless from any and all claims, losses, suits, liabilities, damages, costs and expenses (including reasonable attorneys' fees actually incurred) resulting from such construction of the parties hereto and their relationship as joint venturers or partners because of Lender's exercise of its rights and/or remedies hereunder or under any of the other Loan Documents.

Section 6.09 This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however, the

Borrower may not assign or transfer any of its rights, obligations, or interest hereunder, or under any other Loan Document without the prior written consent of the Lender.

Section 6.10 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto.

Section 6.11 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

Section 6.12 Time is of the essence of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower and Lender have hereunto caused these presents to be duly executed and sealed by their duly authorized representatives as of the date first above written.


BORROWER:


**TURNER MONUMENTAL A.M.E.
CHURCH, INC.**

a 501(c)(3) organization

LENDER:

The Urban Residential Finance Authority of the City of Atlanta, Georgia, a public body corporate and politic of the State of Georgia, as Agent for the City of Atlanta, Georgia, a municipal corporation chartered under the laws of the State of Georgia

By: 
Jeffery B. Cooper II
CEO

By: 
Dr. Eloisa Klementich
President and CEO


Christie Barnes

EXHIBIT A

FORM OF REQUISITION

The recipient will submit the requisition via our requisition portal Asana using the link below <https://form.asana.com/?k=ge4j6gCmS8I54FTIRw0g2w&d=315252815021303> the attachment should include the following:

- a. Completed and Executed Form of requisition.
 - i. Wiring Instructions – Attachment A
 - ii. W-9

All supporting documentation shall include the *Scope of Work/Budget*, and invoices for the pre-development expenditure. For all reimbursable expenses paid to third parties, the invoices along with check copies or canceled checks shall be attached. Otherwise, disbursement will be made to the vendor directly.

Requisitions should be submitted by 12:00 noon on Wednesdays, URFA will review and submit for funding the following Friday. (if there are no adjustments)

Payments are ACH.

How to Submit Via Asana:

The invoice PDF file should be labeled as follows: *Entity Name - Vendor Name- Invoice #- Dollar Amount*

Example:

When filling the form out, the vendor should list the following:

- The vendor's Name (This is your entity name that is on the Loan Agreement)
 - **ABC Church**
- Their COA supplier id # (Place N/A this field is not required for this loan)
 - **N/A**
- Email Address
 - **email address.**
- Invoice Number (This is the requisition number)
 - **Draw 1**
- Invoice Amount
 - **Dollar amount with digits only**
- Due Date (One week from the date you submit the invoice)
 - **The due date of the invoice**
- Entity Serviced
 - **URFA - FBDI**
- Attach invoice and hit submit!

FORM OF REQUISITION

Total Approved Loan Funding Amount of: _____

Project Name: _____

Property Address: _____

Requisition # _____

Amount Requested: _____

Payment Due To: **See Attachment A Attached Hereto**

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Attachment A hereto together with the name and address of the person, firm or corporation to whom payment is due.
2. Copies of all invoices and/or cancelled checks, statements of account for each obligation referenced in Attachment A have been delivered to the Authority.
3. The Program Manager hereby certifies that:
 - (a) each obligation mentioned in Attachment A has been properly incurred, is a proper charge against the Faith – Based pre-development micro loan Fund and has not been the basis of any previous disbursement; and
 - (b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith.

This ____ day of 20____.

Loan Recipient

Authorized Program Manager

Representative
The Urban Residential Finance Authority of the
City of Atlanta, Georgia

Authorized Representative

ATTACHMENT A

Requisition # _____

Property Address: _____

ACH FUNDS

Payee 1: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ACH Instructions

Bank Name: _____

City and State of Bank: _____

Routing #: _____

Pay to Acct Name: _____

Account #: _____

Total Payment: \$ _____

PROMISSORY NOTE

\$25,000.00

Atlanta, Georgia

July __, 2025

FOR VALUE RECEIVED, the undersigned **TURNER MONUMENTAL A.M.E. CHURCH, INC.**, an entity organized and duly operating pursuant to Internal Revenue Code Section 501(c)(3) (“**Borrower**”), unconditionally promises to pay to the order of **THE URBAN RESIDENTIAL FINANCE AUTHORITY OF THE CITY OF ATLANTA, GEORGIA** (“**Lender**”), at Lender’s offices at 133 Peachtree Street N.E., Suite 2900, Atlanta, Georgia 30303, or at such other place as the holder hereof shall designate, without offset, in U.S. Dollars and in immediately available funds, the principal sum of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** or so much thereof as may be advanced from time to time (hereinafter referred to as “**Loan**”), together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated on the basis of a 360-day year and actual days elapsed, at the Fixed Rate per annum of **ZERO PERCENT (0.00%)** (the “**Interest Rate**”).

This Promissory Note (the “**Note**”) evidences the Borrower obligation to repay the Loan under and pursuant to the terms of that certain Loan Agreement, of even date hereof, (the “**Loan Agreement**”) entered into between the Lender and the Borrower related to the City of Atlanta’s Faith-Based Development Initiative Loan Program as administered by the Lender as agent for the City of Atlanta.

Section I. Payment of Principal and Interest.

1. Borrower may draw down the proceeds of the Loan for a period not to exceed Twelve (12) months from the date hereof (the “**Draw Period**”). The repayment of this Loan shall be deferred for Eighteen (18) months, as may be extended at the sole discretion of the Lender (the “**Deferment Period**”). After the Deferment Period, Borrower will commence making amortized installments of principal and interest due and payable in Twelve (12) consecutive monthly installments not to exceed \$2,083.33 each, if the entire loan amount is drawn down. Advances drawn under this Note shall be recorded and maintained by Lender in its internal records and such records shall be conclusive of the principal and interest owed by the Borrower unless there is a material error in such records.

Said payments shall be payable on the 15th day of each month, beginning on July 15, 2026, and shall continue to be due on the same day of each succeeding month thereafter up to and through the final installment (subject to Borrower’s right to early prepayment as described herein) which shall be due on July 15, 2027 (the “**Maturity Date**”) or such date to which this Note may be extended or renewed in the sole discretion of the Lender by written notice to the Borrower. Notwithstanding the foregoing, the principal amount due under this Note shall be forgiven if Lender deems either of the following conditions as being satisfied:

- a. Borrower generates and issues a Request for Qualifications for a development consultant in accordance with the terms of the *Faith-Based Development Micro Loan Program Guidelines and Scope of Work*; or

b. Property identified during the loan application process is deemed unsuitable for the development of affordable residential housing units; or

c. Lender, in its sole discretion, determines that the Borrower is committed to making an ongoing contribution to affordable housing in the metro Atlanta area.

2. All payments shall be applied first, to interest accrued through the date of such payment and then to principal. Any overdue amount of principal or interest on this Note shall bear interest at the Default Rate, hereinafter defined in Section III, Paragraph 4 of this Note, until paid, but only to the extent that payment of such interest on overdue principal or interest is enforceable under applicable law. In addition, the Lender may impose a five percent (5%) late charge on any installments of principal and interest past due more than fifteen (15) days.

Section II. Prepayment and Assumption.

The indebtedness evidenced by this Note may be prepaid in whole or in part at any time and from time to time without penalty or premium. However, each such prepayment shall be applied, first to late charges, then to unpaid interest accrued through the date of such prepayment without affecting Borrower's obligation hereunder to pay any remaining immediately future installments of principal according to the schedule set forth above. This Loan is assumable only upon the prior written consent of the Lender.

Section III. Additional Terms and Conditions.

1. Waivers, Consents and Covenants. Borrower, any endorser, or guarantor hereof or any other party hereto (collectively "**Obligors**") and each of them jointly and severally: (a) waive presentment, demand, notice of demand, notice of intent to accelerate, and notice of acceleration of maturity, protest, notice of protest and notice of nonpayment, notice of dishonor, and any other notice required to be given under the law to any of Obligors, in connection with the delivery, acceptance, performance, default or enforcement of this Note, of any endorsement or guaranty of this Note (this Note, the Loan Agreement, and any such other documents, as the same may hereafter be modified, amended, renewed or extended, being hereinafter collectively referred to as the "**Collateral Documents**") or of any Collateral Documents; (b) consent to any and all delays, extensions, renewals or other modifications of this Note or the Collateral Documents, or waivers of any term hereof or of the Collateral Documents, or releases or discharge by the Lender of any of Obligors or release, substitution or exchange of any security for the payment hereof, or the failure to act on the part of the Lender or any indulgence shown by the Lender, from time to time and in one or more instances (without notice to or further assent from any of Obligors) and agree that no such action, failure to act or failure to exercise any right or remedy on the part of the Lender shall in any way affect or impair the obligations of any Obligors or be construed as a waiver by the Lender of, or otherwise affect, any of the Lender's rights under this Note, under any indorsement or guaranty of this Note or under any of the Loan Documents; and (c) agree to pay, on demand, all fees, charges, costs and expenses of collection of this Note or of any indorsement or guaranty hereof, including, without limitation, reasonable attorney's fees, including fees related to any trial, bankruptcy, appeal or other proceeding, in the amount of 15% of the principal amount of this Note, or such greater amount as may be determined reasonable by any court.

2. Indemnification and Hold Harmless. Obligors agree to indemnify and hold the Lender and its officers, directors, employees, agents, legal counsel and affiliates (each an “**Indemnitee**”) harmless from and against all state and federal taxes, claims, damages, liabilities, costs (including reasonable attorneys’ fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively, “**Claims**”) in any matter related to or arising out of the activities financed by the Loan or this Note or any document or agreement executed in connection with this Note, or any act, event or transaction related thereto or to the Collateral Documents. Borrower shall promptly notify the Lender with written notice of any such Claim. Upon the request of the Lender, Borrower shall defend each applicable Indemnitee from such Claims, and pay the reasonable attorneys’ fees, legal expenses and other costs actually incurred in connection therewith, or in the alternative, at Lender’s option, each Indemnitee shall be entitled to employ its own legal counsel to defend such Claims at Borrower’s expense.

3. Events of Default. The following are events of default hereunder: (a) the failure to pay or perform any obligation, liability or indebtedness of any Obligor to the Lender, or to any affiliate of the Lender, whether under this Note, the Collateral Documents, or any other agreement, note or instrument now or hereafter existing, as and when due (whether upon demand, at maturity or by acceleration); (b) the failure to pay or perform any other obligation, liability or indebtedness of any of the obligors whether to the Lender or some other party, the security for which constitutes an encumbrance on the security for this Note; (c) death of any Obligor or Guarantor (if an individual), or a proceeding being filed or commenced against any Obligor for dissolution or liquidation, or any Obligor voluntarily or involuntarily terminating or dissolving or being terminated or dissolved; (d) insolvency of, business failure of, the appointment of a custodian, trustee, liquidator or receiver for any of the property of, or an assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or for any adjustment of indebtedness, composition or extension by or against any Obligor; (e) the Lender determining that any representation or warranty made by any Obligor in any Collateral Documents or otherwise to the Lender is, or was, untrue or materially misleading; (f) failure of any Obligor to timely deliver such financial statements, including tax returns, and other statements of condition or other information as the Lender shall request from time to time or as may be required under this Note or other Collateral Documents; (g) any default under any Loan Documents; (h) entry of a judgment against any Obligor which the Lender deems to be of a material nature, in the Lender's sole discretion; (i) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor; (j) the Lender reasonably deeming itself insecure for any reason; (k) the determination by the Lender that a material adverse change has occurred in the financial condition of any Obligor; or, (l) the failure to comply with any law or regulation regulating the operation of Borrower's business.

4. Remedies upon Default. Whenever there is a default under this Note (a) the entire balance outstanding hereunder and all other obligations of Obligor to the Lender (however acquired or evidenced) shall, at the option of the Lender, become immediately due and payable, and/or (b) to the extent permitted by law, the Rate of interest on the unpaid principal shall, at the option of the Lender, be increased at the Lender's discretion up to the maximum rate allowed by law, or if none, 25% per annum (the “**Default Rate**”); and/or (c) to the extent permitted by law, a delinquency charge may be imposed in an amount not to exceed five percent (5%) of any payment in default for more than fifteen (15) days. The provisions herein for a Default Rate or a delinquency charge shall not be deemed to extend the time for any payment hereunder or to constitute a “grace period” giving the Obligors a right to cure any default. The Lender is hereby authorized at any time to set off and charge against any deposit accounts of any Obligor, as well as any other property of such party at or under the control of the Lender, without notice or demand, any and all obligations due hereunder.

5. Non-waiver. The failure at any time of the Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of the Lender shall be cumulative and may be pursued singly, successively or concurrently, at the option of the Lender. The acceptance by the Lender of any partial payment shall not constitute a waiver of any default or of any of the Lender's rights under this Note. No waiver of any of its rights hereunder, and no modification or amendment of this Note, shall be deemed to be made by the Lender unless the same shall be in writing, duly signed on behalf of the Lender; and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of the Lender or the obligations of Obligor to the Lender in any other respect at any other time.

6. No Discharge. The Lender shall be under no duty to exercise any or all of the rights and remedies given by this Note and under any security document pledging collateral or any guarantee or surety given to secure this Note, and no party to this instrument shall be discharged from the obligations or undertakings hereunder (a) should the Lender release or agree not to sue any person against whom the party has, to the knowledge of the Lender, a right to recourse or (b) should the Lender agree to suspend the right to enforce this Note or the Lender's interest in any Collateral Documents against such person or otherwise discharge such person.

7. Applicable Law. This Note has been negotiated, executed, sealed and delivered in Atlanta, Georgia, and it is the intention of the undersigned and Lender that this Note be construed, governed and enforced in every respect in accordance with the laws of the State of Georgia. Nothing in this Note or in any of the Collateral Documents entered into in connection with this Note shall affect the right that the Lender may have to bring any action or proceeding arising out of or related to this Note against the Borrower or its properties in the courts of any jurisdiction.

8. Usury and Excess Interest Payments. It is the intention of the undersigned and the holder to conform strictly to the usury laws now or hereafter in force, and any interest payable under this Note shall be subject to reduction to the amount not in excess of the maximum non-usurious amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters. In the event the maturity of this Note is accelerated by reason of any provision of this Note or by reason of an election by the holder hereof resulting from an Event of Default (or an event permitting acceleration) under the Loan Documents, voluntary prepayment by the undersigned, or otherwise, then earned interest may never include more than the maximum amount permitted by law, computed from the dates of each advance of loan proceeds hereunder until payment, and any interest in excess of the maximum amount permitted by law shall be canceled automatically and, if theretofore paid, shall at the option of the holder hereof either be rebated to the undersigned or credited on the principal amount of this Note or if all principal has been repaid, then the excess shall be rebated to the undersigned.

9. Partial Invalidity. The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or validity of any other provision herein and the invalidity or unenforceability of any provision of this Note or of the Collateral Documents to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

10. Jurisdiction and Venue. In any litigation in connection with or to enforce this Note or any indorsement or guaranty of this Note or any Collateral Documents, Obligors, and each of them, irrevocably consent to and confer personal jurisdiction on the courts of the State of Georgia or the United States courts located within the State of Georgia, and expressly waive any objections as to venue in any such courts, and agree that service of process may be made on Obligors by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, to their respective addresses. Nothing contained herein shall, however, prevent the Lender from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available by applicable law.

11. Payments Due on Saturday, Sundays and Holidays. Whenever any payment made hereunder shall be stated to be due on a Saturday, a Sunday or a public holiday under the laws of the State of Georgia, such payment may be made on the next succeeding business day and such extension of time shall in such case be included in computing interest, if any, in connection with such payment.

12. Documentary and Intangible Taxes. In the event that any intangible tax or documentary stamp is due from the Lender to any state or other governmental agency or authority because of the execution or holding of this Note, Borrower shall, upon demand reimburse the Lender for any such tax paid.

13. Binding Effect. This Note shall be binding upon and inure to the benefit of Borrower, Obligors and the Lender and their respective successors, assigns, heirs and personal representatives; provided, however, that no obligations of the Borrower or the Obligors hereunder can be assigned without the prior written consent of the Lender.


14. NOTICE OF FINAL AGREEMENT. THIS WRITTEN PROMISSORY NOTE AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower has caused this Promissory Note to be duly executed, sealed and delivered to the Lender in Atlanta, Georgia, as of the day and year first above written.

BORROWER:

Turner Monumental A.M.E. Church, Inc., An entity organized and duly operating pursuant to Internal Revenue Code Section 501(c)(3)

By: 
Jeffery B. Cooper, II (Jul 2, 2025 16:22 EDT)

Jeffery B. Cooper II
CEO

Borrower's Address:

66 Howard Street NE
Atlanta, Georgia 30317
Phone: (404) 862-5434
E-Mail: pastor@turnermonumental.org
Employer Identification Number: 58-1826781

This signature page is attached to and is a part of that certain Promissory Note in the original principal amount of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** from **TURNER MONUMENTAL A.M.E. CHURCH, INC.**, to THE URBAN RESIDENTIAL FINANCE AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, as “Lender”.

Signature: 

Email: cbarnes@investatlanta.com











FBDI - Turner AME Church Inc. -COMBINED Loan Agreement _ Promissory Note

Final Audit Report

2025-07-07


Created:	2025-07-02
By:	B Harris (Bharris@investatlanta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW2DKKZeL_IzfxORIBkz2KFrKxYD48ngC

"FBDI - Turner AME Church Inc. -COMBINED Loan Agreement _ Promissory Note" History

-  Document created by B Harris (Bharris@investatlanta.com)
2025-07-02 - 8:14:59 PM GMT
-  Document emailed to pastor@turnermonumental.org for signature
2025-07-02 - 8:20:12 PM GMT
-  Email viewed by pastor@turnermonumental.org
2025-07-02 - 8:21:26 PM GMT
-  Signer pastor@turnermonumental.org entered name at signing as Jeffery B. Cooper, II
2025-07-02 - 8:22:48 PM GMT
-  Document e-signed by Jeffery B. Cooper, II (pastor@turnermonumental.org)
Signature Date: 2025-07-02 - 8:22:50 PM GMT - Time Source: server
-  Document emailed to Christie Barnes (cbarnes@investatlanta.com) for signature
2025-07-02 - 8:22:51 PM GMT
-  Email viewed by Christie Barnes (cbarnes@investatlanta.com)
2025-07-02 - 8:29:56 PM GMT
-  Document e-signed by Christie Barnes (cbarnes@investatlanta.com)
Signature Date: 2025-07-02 - 8:30:42 PM GMT - Time Source: server
-  Document emailed to Eloisa Klementich (eklementich@investatlanta.com) for signature
2025-07-02 - 8:30:44 PM GMT
-  Email viewed by Eloisa Klementich (eklementich@investatlanta.com)
2025-07-07 - 4:33:15 PM GMT

 Document e-signed by Eloisa Klementich (eklementich@investatlanta.com)

Signature Date: 2025-07-07 - 4:33:34 PM GMT - Time Source: server

 Agreement completed.

2025-07-07 - 4:33:34 PM GMT

From: [Joe Dingle](#)
To: [Kiera Riley](#)
Subject: Re: FBDI - Requisition Question
Date: Monday, November 10, 2025 11:46:35 AM

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Hi Kiera,

I hope all is well. I'm reaching out to touch base on our Turner Monumental AME requisition #1 we submitted on 10/6. Is there any update on timing that you can give on this?

Thanks and hope to talk soon.

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, Aug 7, 2025 at 5:42 PM Joe Dingle <joe@stryantinvestments.com> wrote:
Awesome, thank you Kiera

On Thu, Aug 7, 2025 at 3:53 PM Kiera Riley <kriley@investatlanta.com> wrote:

Hi Joe,

That is correct the invoice should be from Stryant. Please include all the appropriate back – up (both invoices, payment confirmation and wire instructions).

Thanks!

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Wednesday, August 6, 2025 9:18 PM
To: Kiera Riley <kriley@investatlanta.com>
Cc: Rev. J.B. Cooper, II <pastor@turnermonumental.org>
Subject: FBDI - Requisition Question

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Hi Kiera,

Thanks for speaking with me earlier about the FBDI requisition process for the Turner Monumental AME PSH project. I did have (what I hope) is one final question. Stryant paid a \$250 invoice in March for a tree survey on

behalf of Turner AME to help get the vendor paid for their work while we worked through the loan closing. I just want to confirm we should submit the invoice with Stryant Investments as the vendor for reimbursement? We'd provide the proper documentation we discussed.

I appreciate all your help.

Thanks,

Joe Dingle

Stryant Investments

(404) 558-0816

From: [Pastor Jeff Cooper, II](#)
To: [Joe Dingle](#); [Kiera Riley](#)
Cc: [stansugarman@gmail.com](#)
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)
Date: Wednesday, July 2, 2025 3:03:11 PM

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Thanks. Standing by.



Rev. Jeffery B. Cooper, II
Senior Pastor, Turner Monumental A.M.E. Church

404.378-5970 office 404.862.5434 cell
 [www.turnermonumental.org](#) pastor@turnermonumental.org
 66 Howard Street NE, Atlanta, GA 30317

On Jul 2, 2025 at 2:54 PM -0400, Kiera Riley <KRiley@investatlanta.com>, wrote:

Hi Pastor Cooper,
The documents will be sent out shortly. They will be sent via adobe sign from Bernitta Harris.

Thanks
Kiera

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Monday, June 30, 2025 1:11 PM
To: Kiera Riley <KRiley@investatlanta.com>
Cc: Pastor Jeff Cooper, II <pastor@turnermonumental.org>; stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Okay, got it. Thanks for the heads up Kiera. I believe they should go to Pastor Cooper for his signature just to confirm. Thanks for all of the guidance with this.

Joe

On Mon, Jun 30, 2025 at 12:26 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe,

The loan documents have not been sent for execution. I am waiting on the final version and will send it for your signature hopefully by end of day.

Kiera Riley

Multifamily & Transaction Services Coordinator
riley@investatlanta.com | Main: 404.614.8333
133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303
[To sign up for IA news, click here](#)

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Monday, June 30, 2025 12:08:08 PM
To: Pastor Jeff Cooper, II <pastor@turnermonumental.org>
Cc: Kiera Riley <KRiley@investatlanta.com>; stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Kiera, great chatting the other day. I appreciate you explaining that we were working on the alternate signatory on the IA side of things and that

we will submit our invoices to date with the first draw post loan closing.

Pastor Cooper, I just wanted to check in and ask if you had received any docusign info with the loan? Sometimes these types of emails go to my junk folder so just wanted to make sure that wasn't the case.

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Tue, Jun 24, 2025 at 4:12 PM Joe Dingle <joe@stryantinvestments.com> wrote:

Good afternoon everyone,

Hope everyone had a great weekend. Kiera, is there anything we need to do as far as submitting invoices for the loan closing?

Thanks,
Joe

On Thu, Jun 19, 2025 at 11:02 AM Joe Dingle <joe@stryantinvestments.com> wrote:

Awesome, thank you Pastor Cooper.

Kiera, do we need to prepare a closing package with eligible invoices and costs to date and use the requisition process for invoices received moving forward?

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Wed, Jun 18, 2025 at 4:54 PM Pastor Jeff Cooper, II <pastor@turnermonumental.org> wrote:

Sorry for the delay. I'm good.

Rev. Jeffery B. Cooper, II
Senior Pastor, Turner Monumental A.M.E. Church

photo [404.378-5970 office](tel:404.378.5970) [404.862-5434 cell](tel:404.862.5434)
 www.turnermonumental.org pastor@turnermonumental.org
 66 Howard Street NE, Atlanta, GA 30317

On Jun 18, 2025 at 3:15 PM -0400, Joe Dingle <joe@stryantinvestments.com>, wrote:

Thank you Kiera, if/when Pastor Cooper confirms he's comfortable with your explanation and doesn't have any other questions, I think we're good to go.

Thanks,
Joe

On Wed, Jun 18, 2025 at 10:17 AM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe,

This is great news!

I will not be able to confirm the loan forgiveness until all funds have been utilized. We will provide a letter of confirmation from our CEO once the funds have been expended and all program requirements are confirmed.

If there are any questions or comments. I will send the documents via adobe for signature later today.

Kiera Riley

Multifamily & Transaction Services Coordinator
kriley@investatlanta.com | Main: 404.614.8333
133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303
[To sign up for IA news, click here](#)

From: Joe Dingle <joe@stryantinvestments.com>

Sent: Wednesday, June 18, 2025 9:44:19 AM

To: Kiera Riley <KRiley@investatlanta.com>

Cc: pastor@turnermonumental.org <pastor@turnermonumental.org>; stansugarman@gmail.com <stansugarman@gmail.com>

Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Hi Kiera,

We reviewed the documents and are ready to sign. We had two questions.

1. When we previously spoke, I believe you mentioned that the church had likely already met the requirements for loan forgiveness based on our development partnership. Is there a form or document that confirms that the loan is forgiven?
2. How do we officially "close" do we need to docusign anything to execute or what is the process?

We really appreciate your guidance in getting us through this process and are looking forward to working with you on this!

Best,

Joe Dingle
Stryant Investments
(404) 558-0816

On Fri, Jun 13, 2025 at 1:41 PM Joe Dingle <joe@stryantinvestments.com> wrote:

Kiera,

Thank you for these documents. Want to let you know that I received them. We'll take a look at them and reach out with any questions.

Thanks,
Joe

On Fri, Jun 13, 2025 at 12:34 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Good Afternoon,

Please find attached a draft of the Faith Based Development initiative Loan Documents for your review. Also, please fill in the highlighted sections with the exception of the date.

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Friday, June 6, 2025 10:47 AM
To: Kiera Riley <KRiley@investatlanta.com>
Cc: pastor@turnermonumental.org <pastor@turnermonumental.org>; stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Got it, I appreciate the update Kiera. We'll be on the lookout for the docs.

Best,
Joe

On Fri, Jun 6, 2025 at 10:25 AM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe,

Yes we are squared away on the due diligence unless legal ask for additional information.

I was hoping to have a draft today nonetheless once I receive the draft I will send it to you.

Best,
Kiera

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Thursday, June 5, 2025 10:40 AM
To: Kiera Riley <KRiley@investatlanta.com>
Cc: pastor@turnermonumental.org <pastor@turnermonumental.org>; stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Hi Kiera,

Just touching base on the Turner AME project and draft loan docs. Also, are we squared away on the information you need from us?

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, May 29, 2025 at 2:32 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Perfect!

Thanks so much for the update!

From: pastor@turnermonumental.org <pastor@turnermonumental.org>
Sent: Thursday, May 29, 2025 2:28 PM
To: Joe Dingle <joe@stryantinvestments.com>; Kiera Riley <KRiley@investatlanta.com>
Cc: stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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The updates have been made on the SOS site.



Rev. Jeffery B. Cooper, II
Senior Pastor
Turner Monumental A.M.E. Church



404.378-5970 office 404.862.5434 cell
 www.turnermonumental.org
 pastor@turnermonumental.org
 66 Howard Street NE, Atlanta, GA 30317



On May 28, 2025 at 3:33 PM -0400, Kiera Riley <KRiley@investatlanta.com>, wrote:

Apologies that was not a question.

From: Kiera Riley <KRiley@investatlanta.com>
Sent: Wednesday, May 28, 2025 3:32 PM
To: pastor@turnermonumental.org <pastor@turnermonumental.org>; Joe Dingle <joe@stryantinvestments.com>
Cc: stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

Thanks,

Please let me know once the updates have been made.

In the interim we are working on the draft?

From: pastor@turnermonumental.org <pastor@turnermonumental.org>
Sent: Wednesday, May 28, 2025 3:22 PM
To: Joe Dingle <joe@stryantinvestments.com>; Kiera Riley <KRiley@investatlanta.com>
Cc: stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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Thanks. We are getting that updated and should have it done shortly. That site is outdated and was not updated recently. Per our Discipline the Pastor is the only person authorized to sign.



Rev. Jeffery B. Cooper, II
Senior Pastor
Turner Monumental A.M.E. Church



404.378-5970 office 404.862.5434 cell
 www.turnermonumental.org
 pastor@turnermonumental.org
 66 Howard Street NE, Atlanta, GA 30317



On May 28, 2025 at 3:19 PM -0400, Kiera Riley <KRiley@investatlanta.com>, wrote:

Hi Joe,

It appears that Pastor Cooper is not authorized to sign on behalf of the church. Are any of the following officers available?

<image.png>

From: Joe Dingle <joe@stryantinvestments.com>

Sent: Wednesday, May 28, 2025 2:26 PM

To: Kiera Riley <KRiley@investatlanta.com>

Cc: Rev. J.B. Cooper, II <pastor@turnermonumental.org>;

stansugarman@gmail.com <stansugarman@gmail.com>

Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Hi Kiera,

I've attached the articles of incorporation here. Max Cleland was the Secretary of State of GA if you can believe it! As far as internal bylaws go, Turner AME is guided by the Book of Discipline for AME churches. I've included an Amazon link to it here but not sure if this is useful for this application in your view or you're okay with the articles of incorporation. Please let me know. Happy to hop on the phone if needed too.

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Wed, May 28, 2025 at 1:31 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe,

To move forward, we'll need a copy of either the Articles of Incorporation filed with the Secretary of State or the bylaws. These documents typically identify the individuals who are authorized to act on behalf of the entity.

You can usually obtain a copy of the Articles of Incorporation by searching your entity's name on your state's Secretary of State website.

Once we receive this information I believe we will have all the required documents.

Thanks!

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Wednesday, May 28, 2025 12:48 PM
To: Kiera Riley <KRiley@investatlanta.com>; Rev. J.B. Cooper, II <pastor@turnermonumental.org>
Cc: stansugarman@gmail.com <stansugarman@gmail.com>
Subject: Re: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)

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DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Hello Kiera,

Thanks again for the call yesterday. I've included the documents you requested with the exception of the bylaws as a zip attachment. I believe Pastor Cooper previously mentioned that the challenge with producing the bylaws is that they aren't specific to Turner AME but are in a book that serves as the bylaws for the larger AME church. Pastor Cooper can you please correct me if I'm wrong here?

Kiera, if you could please let us know that this is all you need/or if you need anything else that would be much appreciated.

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Tue, May 27, 2025 at 4:39 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe and Stan,

It was great meeting with you just wanted to recap that the following due diligence items are still outstanding:

- 2 year financial statements from Turner Monumental AME Church
- Dated Partnership Agreement
- Borrower Article of Incorporation
- Borrower Bylaws

From: Google Calendar <calendar-notification@google.com> on behalf of Joe Dingle <joe@stryantinvestments.com>
Sent: Tuesday, May 27, 2025 10:05 AM
To: Kiera Riley <KRiley@investatlanta.com>
Subject: Accepted: RE: FBDI - Turner AME - 78/88 Howard @ Tue May 27, 2025 3pm - 3:30pm (EDT) (Kiera Riley)
When: Tuesday, May 27, 2025 3:00 PM-3:30 PM.
Where: Microsoft Teams Meeting

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Joe Dingle has accepted this invitation.

Attachments





From: Joe Dingle
Sent: Friday, May 23, 2025 7:38:27 PM
To: Kiera Riley
Cc: pastor@turnermonumental.org ; stansugarman@gmail.com
Subject: Re: FBDI - Turner AME - 78/88 Howard

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DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Hi Kiera,

Thanks for the update. I know Tuesday late afternoon after 3 PM would work for me. I hope you have a great holiday weekend as well.

Thanks,

Joe

On Fri, May 23, 2025 at 3:10 PM Kiera Riley > wrote:
Hi Joe,

Thanks for the email. I understand that you are eager to close, please rest assured that I am reviewing the documents that you have submitted, and we are working on drafting the closing documents. Once I have the closing documents in hand, I will be sure to send them over.

I am happy to set up a call on Tuesday to discuss the closing timeline further.

Have a great weekend and I will be in touch.

Kiera Riley

Community Development Project Manager

kriley@investatlanta.com | Main: 404.614.8333

133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303

[cid:ii_196fea5e0fed13fd2fb]

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[cid:ii_196fea5e0fe61fe55bc]

[cid:ii_196fea5e0fe36a8a7cad] [cid:ii_196fea5e0fe63bfe884e]

[cid:ii_196fea5e0fece63ffdef]

From: Joe Dingle >
Sent: Wednesday, May 14, 2025 11:15 AM
To: Kiera Riley >
Cc: pastor@turnermonumental.org >; stansugarman@gmail.com >
Subject: Re: FBDI - Turner AME - 78/88 Howard

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DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Hi Kiera,

I hope all is well. I called yesterday and just want to know if there's anything else you need from our team or anything else to do here at the moment. I've let our architects know that we're working diligently to close this loan so that we can work to get them paid. Please let me know if there's anything else you need from our end or if there are draft loan docs the IA legal team can share to expedite on our end. Apologies if I'm being a pest but trying to get the A/E/C team paid so we can keep plans progressing. Hope to talk soon.

Thanks!

Joe Dingle
Stryant Investments
(404) 558-0816

On Wed, Apr 30, 2025 at 10:07 AM Joe Dingle > wrote:
Hi Kiera,

I hope all is well. I just wanted to follow up on our loan info submission. Is there anything else that you need from our team? Also, is there a way we could take a look at the loan docs in advance of being fully approved to proceed?

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, Apr 24, 2025 at 11:41 AM Joe Dingle > wrote:
Hi Kiera,

Great catching up with you Monday. Thanks again for the call. I wanted to follow up and include the executed Authorized Borrower form here for Turner Monumental AME . If there is anything else you need from us please let us know. Also, we're happy to review the draft loan agreement whenever you're able to send it. I look forward to talking more soon and moving this forward! Thanks for all of your help.

Best,

Joe Dingle
Stryant Investments
(404) 558-0816

On Fri, Apr 11, 2025 at 10:55 AM Joe Dingle > wrote:
Hi Kiera,

Thank you again for your time yesterday. As we discussed I submitted the application with the checklist items we had. I've attached the bank information for 2d as well as the federal tax ID No. in 4a. Because the authorized borrowers representative form and signature block require a notary, we anticipate we'll have that by Monday at the latest.

Can we please proceed to getting the draft loan documents and work toward the closing on the 22nd?

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, Apr 10, 2025 at 4:07 PM Kiera Riley > wrote:
Thanks Joe

Kiera Riley

Multifamily & Transaction Services Coordinator

kriley@investatlanta.com | Main: 404.614.8333

133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303

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From: Joe Dingle >
Sent: Thursday, April 10, 2025 3:53:39 PM
To: pastor@turnermonumental.org >
Cc: Kiera Riley >
Subject: Re: FBDI - Turner AME - 78/88 Howard

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DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Kiera,

Thank you again for taking the time to speak with us today. Really positive conversation and excited things are moving forward. As we discussed on the zoom, I've submitted the application with all of the attachments we have available right now. There will be a few more that we are able to get later today and tomorrow to complete the package. But wanted to go ahead and let you know what I have in and let you know what we'll be delivering shortly.

I'll let you know shortly, when we have the remaining documents from the checklist which are:

- 2d) Financials
- 4a) Federal Tax ID Number of borrower
- 4b) Authorized borrowers representative form
- 4c) Signature block

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Mon, Apr 7, 2025 at 2:00 PM Joe Dingle > wrote:
Excellent, thank you Pastor Cooper. I just sent a zoom invite and look forward to speaking with everyone Thursday.

Best,
Joe

On Mon, Apr 7, 2025 at 1:57 PM > wrote:
Thanks. 10 am works.

[Blessings,]

[photo]

Rev. Jeffery B.Cooper, II

Senior Pastor
Turner Monumental A.M.E. Church

[icon] 404.378-5970 office [icon] 404.862.5434 cell

[icon] www.turnermonumental.org

[icon] pastor@turnermonumental.org

[icon] 66 Howard Street NE

When

Tuesday May 27, 2025 · 3pm – 3:30pm (Eastern Time - New York)

Location

Microsoft Teams Meeting

[View map](#)

Guests

Kiera Riley - organizer
Joe Dingle - creator
stansugarman@gmail.com - optional
pastor@turnermonumental.org - optional

[View all guest info](#)

Invitation from [Google Calendar](#)

You are receiving this email because you are an attendee on the event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

From: [Joe Dingle](#)
To: [Kiera Riley](#)
Subject: Re: FBDI - Requisition Question
Date: Monday, November 10, 2025 11:46:35 AM

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DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Hi Kiera,

I hope all is well. I'm reaching out to touch base on our Turner Monumental AME requisition #1 we submitted on 10/6. Is there any update on timing that you can give on this?

Thanks and hope to talk soon.

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, Aug 7, 2025 at 5:42 PM Joe Dingle <joe@stryantinvestments.com> wrote:
Awesome, thank you Kiera

On Thu, Aug 7, 2025 at 3:53 PM Kiera Riley <kriley@investatlanta.com> wrote:

Hi Joe,

That is correct the invoice should be from Stryant. Please include all the appropriate back – up (both invoices, payment confirmation and wire instructions).

Thanks!

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Wednesday, August 6, 2025 9:18 PM
To: Kiera Riley <kriley@investatlanta.com>
Cc: Rev. J.B. Cooper, II <pastor@turnermonumental.org>
Subject: FBDI - Requisition Question

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Hi Kiera,

Thanks for speaking with me earlier about the FBDI requisition process for the Turner Monumental AME PSH project. I did have (what I hope) is one final question. Stryant paid a \$250 invoice in March for a tree survey on

behalf of Turner AME to help get the vendor paid for their work while we worked through the loan closing. I just want to confirm we should submit the invoice with Stryant Investments as the vendor for reimbursement? We'd provide the proper documentation we discussed.

I appreciate all your help.

Thanks,

Joe Dingle

Stryant Investments

(404) 558-0816

From: [Joe Dingle](#)
To: [Kiera Riley](#)
Cc: pastor@turnermonumental.org
Subject: Re: FBDI - Turner AME - 78/88 Howard
Date: Thursday, April 24, 2025 11:42:09 AM
Attachments: [Outlook-vmwswlm5.png](#)
[Outlook-0hiu2ixs.png](#)
[Outlook-5tpufshe.png](#)
[Outlook-ukaaz1tl.png](#)
[Outlook-sbt2fffp.png](#)
[Outlook-rk1qvcud.png](#)
[Outlook-5c4bwvaf.png](#)
[Outlook-a2xu1dxr.png](#)
[Adobe Scan Apr 23, 2025 Authorized Borrower Form Executed.pdf](#)

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Hi Kiera,

Great catching up with you Monday. Thanks again for the call. I wanted to follow up and include the executed Authorized Borrower form here for Turner Monumental AME . If there is anything else you need from us please let us know. Also, we're happy to review the draft loan agreement whenever you're able to send it. I look forward to talking more soon and moving this forward! Thanks for all of your help.

Best,

Joe Dingle
Stryant Investments
(404) 558-0816

On Fri, Apr 11, 2025 at 10:55 AM Joe Dingle <joe@stryantinvestments.com> wrote:

Hi Kiera,

Thank you again for your time yesterday. As we discussed I submitted the application with the checklist items we had. I've attached the bank information for 2d as well as the federal tax ID No. in 4a. Because the authorized borrowers representative form and signature block require a notary, we anticipate we'll have that by Monday at the latest.

Can we please proceed to getting the draft loan documents and work toward the closing on the 22nd?

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Thu, Apr 10, 2025 at 4:07 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Thanks Joe

Kiera Riley

Multifamily & Transaction Services Coordinator
kriley@investatlanta.com | Main: 404.614.8333
133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303
[To sign up for IA news, click here](#)

From: Joe Dingle <joe@stryantinvestments.com>
Sent: Thursday, April 10, 2025 3:53:39 PM
To: pastor@turnermonumental.org <pastor@turnermonumental.org>
Cc: Kiera Riley <KRiley@investatlanta.com>
Subject: Re: FBDI - Turner AME - 78/88 Howard

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Kiera,

Thank you again for taking the time to speak with us today. Really positive conversation and excited things are moving forward. As we discussed on the zoom, I've submitted the application with all of the attachments we have available right now. There will be a few more that we are able to get later today and tomorrow to complete the package. But wanted to go ahead and let you know what I have in and let you know what we'll be delivering shortly.

I'll let you know shortly, when we have the remaining documents from the checklist which are:

- 2d) Financials
- 4a) Federal Tax ID Number of borrower
- 4b) Authorized borrowers representative form
- 4c) Signature block

Thank you,

Joe Dingle
Stryant Investments
(404) 558-0816

On Mon, Apr 7, 2025 at 2:00 PM Joe Dingle <joe@stryantinvestments.com> wrote:

Excellent, thank you Pastor Cooper. I just sent a zoom invite and look forward to speaking with everyone Thursday.

Best,
Joe

On Mon, Apr 7, 2025 at 1:57 PM <pastor@turnermonumental.org> wrote:

Thanks. 10 am works.



Rev. Jeffery B. Cooper, II
Senior Pastor
Turner Monumental A.M.E. Church



404.378-5970 office 404.862.5434 cell
 www.turnermonumental.org
 pastor@turnermonumental.org
 [66 Howard Street NE, Atlanta, GA 30317](http://66HowardStreetNEAtlantaGA30317)



On Apr 7, 2025 at 1:48 PM -0400, Joe Dingle <joe@stryantinvestments.com>, wrote:

Thank you Kiera, I'll send a hold for now and confirm w/ Pastor Cooper shortly. Please let me know if there's anything specifically you'd like for us to be prepared to discuss or if this is more of an introductory conversation. I think from our end, one thing we'd like to understand are some of the terms of the loan/grant structure and overall requirements. We really look forward to chatting with you.

Best,

Joe Dingle
Stryant Investments
(404) 558-0816

On Mon, Apr 7, 2025 at 1:28 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Good Morning,

10am works for me.

Kiera Riley

Multifamily & Transaction Services Coordinator
kriley@investatlanta.com | Main: 404.614.8333

From: Joe Dingle <joe@stryantinvestments.com>

Sent: Monday, April 7, 2025 9:42:15 AM

To: Kiera Riley <KRiley@investatlanta.com>; Rev. J.B. Cooper, II <pastor@turnermonumental.org>

Subject: Re: FBDI - Turner AME - 78/88 Howard

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and never provide your User ID or Password.

Good Morning Kiera,

I hope all is well. Touching base on our last conversation. How does this Thursday work for a meeting with Pastor Cooper to discuss the Turner AME project? Any times that work best for you?

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

On Wed, Apr 2, 2025 at 11:35 AM Joe Dingle <joe@stryantinvestments.com> wrote:

Good morning Kiera,

Thank you for this information. I will get all of the requested items and other info back to you ASAP so we can move forward quickly. I'll also set up a meeting with the church representative and request a few dates for your availability.

Look forward to talking more soon.

Best,

Joe Dingle
Stryant Investments
(404) 558-0816

On Tue, Apr 1, 2025 at 7:06 PM Kiera Riley <KRiley@investatlanta.com> wrote:

Hi Joe, Good Evening,

It was a pleasure meeting with you today to discuss the Faith Based Pre-development loan Application.

As we move forward, the next steps entail completing the application via neighborly and submitting the necessary due diligence items. To ensure a smooth process, please see attached the following:

1. Application/Closing checklist
2. Authorized Borrower's Representative Form
3. **Application Completion:** The full application for your completion is now open, you should have received an email.
 1. All sections are not required for this program. Please only complete the sections that are applicable to the Faith Based Pre-Development Micro Loan Program
 2. Be sure to hit **submit** once the application is completed.

Lastly, please send a few meeting times that work best for you and your authorized partner at the Faith - Based Organization. Should you have any questions or need assistance at any stage, please don't hesitate to reach out to me.

We look forward to receiving your completed application.

Best regards,

Kiera Riley

Community Development Project Manager
kriley@investatlanta.com | Main: 404.614.8333
133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303



To sign up for IA news, [click here](#)



From: Kiera Riley <KRiley@investatlanta.com>
Sent: Tuesday, April 1, 2025 2:29 PM
To: Joe Dingle <joe@stryantinvestments.com>
Subject: Re: [EXTERNAL] 78/88 Howard - Permanent Supportive Housing Kirkwood

Kiera Riley

Community Development Project Manager
kriley@investatlanta.com | Main: 404.614.8333
133 Peachtree Street NE, Suite 2900 | Atlanta, GA 30303



To sign up for IA news, [click here](#)



From: Joe Dingle <joe@stryantinvestments.com>
Sent: Monday, March 31, 2025 12:21 PM
To: Kiera Riley <KRiley@investatlanta.com>
Subject: Fwd: [EXTERNAL] 78/88 Howard - Permanent Supportive Housing Kirkwood

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links or open attachments if the sender is unknown or the email was unsolicited and **never** provide your User ID or Password.

Hi Kiera,

I hope all is well. I just left you a voicemail. I'm reaching out to discuss what the next steps are on our faith based micro loan application for our PSH project in Kirkwood. We've started community meetings and would like to proceed with other due diligence, but will need to get the loan in place. Could you give me a call or email when you have a moment?

Thanks,

Joe Dingle
Stryant Investments
(404) 558-0816

----- Forwarded message -----

From: Joe Dingle <joe@stryantinvestments.com>
Date: Thu, Mar 27, 2025 at 8:18 PM
Subject: Re: [EXTERNAL] 78/88 Howard - Permanent Supportive Housing Kirkwood
To: Terry, Samantha <SN Terry@atlantaga.gov>

Okay great, thank you Samantha! I'll reach out to her tomorrow.

Joe

On Thu, Mar 27, 2025 at 2:14 PM Terry, Samantha <SN Terry@atlantaga.gov> wrote:

Thanks Joe! I thought I responded to this, but I had already forwarded your letter to Invest Atlanta. Here it is attached. You can reach out to Kiera (IA) with it.

<Outlook-
iwwma455.png>

Samantha-Nicole Terry, eMPA
Policy Analyst, Sr. | Special Projects
Mayor's Office of Policy
Phone: 404.977.8143
Email: snterry@atlantaga.gov

From: Joe Dingle <joe@stryantinvestments.com>

Sent: Monday, March 24, 2025 8:46 PM

To: Terry, Samantha <SN Terry@AtlantaGa.Gov>

Subject: [EXTERNAL] 78/88 Howard - Permanent Supportive Housing Kirkwood

Hi Samantha,

I hope all is well. We've resubmitted the application to Enterprise and I think we should be good to go as far as having submitted everything they need at this point. Wanted to touch base on what you feel is the next step on our end for the faith based loan for the permanent supportive housing deal in Kirkwood?

Hope to talk soon!

Thanks,
Joe Dingle
Stryant Investments
(404) 558-0816

Posted Income by Bank, Fund Code (summary)

received: 01/01/2023 through 12/31/2023

[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

Posted Income by Bank, Fund Code (summary)

received: 01/01/2024 through 12/31/2024

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[REDACTED]	[REDACTED]		[REDACTED]

Posted Income by Bank, Fund Code (summary)

received: 01/01/2024 through 12/31/2024

[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

TURNER MONUMENTAL A.M.E. CHURCH, INC. 8300361

DUPLICATE

366

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OFFICE OF SECRETARY OF STATE

I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

"TURNER MONUMENTAL A.M.E. CHURCH, INC."

has been duly incorporated under the laws of the State of Georgia on the **11th** day of **January**, 19 **83**, by the filing of articles of incorporation in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this **11th** day of **January** in the year of our Lord One Thousand Nine Hundred and Eighty **Three** and of the Independence of the United States of America the Two Hundred and **Seven**.

Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

ARTICLES OF INCORPORATION
OF
TURNER MONUMENTAL A. M. E. CHURCH, INC.,
A Local Church Organization Of The
Sixth Episcopal District Of The
African Methodist Episcopal Church

1.

The name of the Corporation is "TURNER MONUMENTAL A.M.E. CHURCH, INC.", a local church organization of the Sixth Episcopal District of the African Methodist Episcopal Church.

2.

The Corporation shall have perpetual duration.

3.

The Corporation is organized for religious, charitable and educational purposes, including but not limited to: the conduct and supervision of all the affairs of the congregation of Turner Monumental A.M.E. Church and the ownership and maintenance of real and personal property in accordance with the nonprofit purposes of the Corporation and the Book of Discipline of the African Methodist Episcopal Church. In pursuit of the foregoing, the Corporation may engage in any lawful activity which is not inconsistent with its nonprofit purposes and which is lawful under the Nonprofit Corporation Code of Georgia.

4.

The affairs of the Corporation shall be managed by a Board of Trustees, a Board of Stewards, and an Official Board in strict compliance with (1) the laws, tenets, rules and regulations of the African Methodist Episcopal Church ("AME Church") as set forth in THE BOOK OF DISCIPLINE, which is from time to time

CORPORATIONS DIVISION
SECRETARY OF STATE

1983 JAN 11 PM 4: 23

RECEIVED

amended by the General Conference of the AME Church, (2) the bylaws of the Corporation, and (3) these Articles of Incorporation. The pastor of Turner Monumental A.M.E. Church shall be the permanent president of the Corporation and chairman of the Board of Trustees by virtue of his office as pastor.

5.

The membership of the Corporation shall be composed of the members of the congregation of Turner Monumental A.M.E. Church.

6.

The Corporation is organized for religious, charitable and educational purposes and not for pecuniary gain or profit and shall have no capital stock and no shareholders. No part of the property of the Corporation and no part of its net earnings shall inure to the benefit of or be distributable to its trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence federal, state or other legislation, and the Corporation shall not participate in, nor intervene in (including the publishing of statements) any political campaign on behalf of any political candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activity not permitted to be carried on by (a) a corporation exempt from the federal income tax under Section 501(c)(3) or other applicable sections of the Internal Revenue Code of 1954 (or

corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Subject to the foregoing limitations, this Corporation shall have all the general powers conferred on a nonprofit corporation by the Nonprofit Corporation Code of Georgia.

7.

Upon dissolution of the Corporation, the assets of the Corporation shall be appraised and distributed by the Board of Trustees as follows: (a) All liabilities and obligations of the Corporation shall be paid and discharged, or adequate provision shall be made therefor. (b) Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of dissolution, shall be returned, transferred or conveyed in accordance with such requirements. (c) All other assets held by the Corporation shall be transferred or conveyed to the AME Church. No member, director, officer of the Corporation, or private individual shall be entitled to share in the distribution of any of the Corporation's assets upon dissolution of the Corporation.

8.

The address of the initial registered office of the Corporation is 66 Howard Street, N.E., ^{DeKalb} Atlanta, Georgia and the name of its registered agent (initial) at such address is Rev. Gabriel S. Hardeman.

9.

The initial Board of Trustees and Board of Stewards of the Corporation shall consist of twenty (20) and nineteen (19) members, respectively, whose names and addresses follow:

Trustees:

Dan Hardeman	129 Burbank Drive, N.W. Atlanta, Georgia 30314
Carol Harrell	80 Vinson Drive, S.E. Atlanta, Georgia 30317
Cynthia Burgess	1661 Eastport Terrace, S.E. Atlanta, Georgia 30317
Ruby Goshea	1335 Wylie Street, N.E. Atlanta, Georgia 30317
Phil Callahan	2024 Tiger Flower Drive, N.W. Atlanta, Georgia 30314
Ronald Harris	140 Riverdale Road, Apt. C-36 College Park, Georgia 30349
Betty Robinson	2056 Castlegate Terrace Decatur, Georgia 30032
Joel Reynolds	170 Mayson Avenue, N.E. Atlanta, Georgia 30317
Rosa Stone	634 Flat Shoals Avenue, N.E. Atlanta, Georgia 30316
Harry Price	3488 Spring Valley Road Decatur, Georgia 30032
Anna Paschall	137 Holiday, N.E. Atlanta, Georgia 30317
Porter Reynolds	386 Eleanor Street, S.E. Atlanta, Georgia 30316
Inez Carmichael	1225 Boulevard Drive, S.E. Atlanta, Georgia 30317
Thelma Dunn	2196 Telhurst Street, S.W. Atlanta, Georgia 30311
Rita Marion	1039 East Lake Drive, S.E. Decatur, Georgia 30030
Lurene Hughes	64 Chappell Road, N.W. Atlanta, Georgia 30318
Phil Callahan	2024 Tiger Flower Drive, N.W. Atlanta, Georgia 30318
Edna Lewis	149 Flora Avenue, N.E. Atlanta, Georgia 30317
Renay Rowland	3291 Pine Hill Drive Decatur, Georgia 30032
Denise Gunn	751 N. Indian Creek, Apt. 288 Clarkston, Georgia

Stewards:

Bufus Dewberry	488 Ivan Hill Circle, S.W. Atlanta, Georgia
----------------	--

Stewards (Continued):

Sammie Banks	1554 McCallie Boulevard Atlanta, Georgia
Charles Jackson	402 Collier Ridge Drive, N.W. Atlanta, Georgia
Walter Turner	1956 Terry Mill Road, S.E. Atlanta, Georgia
Alpha Dewberry	488 Ivan Hill Circle, S.W. Atlanta, Georgia
Esther Beeks	32 Whitefoord Avenue, N.E. Atlanta, Georgia
Gladys Banner	1461 Woodbine Avenue, N.E. Atlanta, Georgia
Rev. A. E. Dunn	2196 Telhurst Street, S.W. Atlanta, Georgia
Ervin Smalley	461 Arnold Street, N.E. Atlanta, Georgia
John Daniel	59 Roger Street, S.E. Atlanta, Georgia
Earnest Robinson	464 Green Cove Drive, N.E. Atlanta, Georgia
Larry Callahan	2745 Fox Lair Trail College Park, Georgia
Rev. James Culver	25 Dix-Lee On Drive Fairburn, Georgia
Willie Miller	227 Eleanor Street, S.E. Atlanta, Georgia
Jeffrey Jackson	1873 Hudson Crossing, Apt. 8 Tucker, Georgia
Arthur George	121 Hillsdale Drive, S.E. Atlanta, Georgia
Dr. Willie Manning	4570 Dogwood Farms Drive Decatur, Georgia
Lodelle Williams	174 Stanhope Circle, N.W. Atlanta, Georgia
Rev. William Georgia	970 Woodbourne Drive, S.W. Atlanta, Georgia

10.

The name and address of the incorporator is as follows:

Rev. Gabriel S. Hardeman
66 Howard Street, N.E.
Atlanta, Georgia

11.

Amendments to the Articles of Incorporation must be approved by the vote of two-thirds (2/3) of the members of the Corporation and in accordance with all applicable provisions of THE BOOK OF DISCIPLINE OF THE AME CHURCH.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.


REV. GABRIEL S. HARDEMAN

State of Georgia



OFFICE OF SECRETARY OF STATE

I, David B. Poythress, Secretary of State of the State of Georgia, do hereby certify that

based on a diligent search of the records on file in this office, I find that the name of the following proposed domestic corporation to wit

"TURNER MONUMENTAL A.M.E. CHURCH, INC."

is not identical with or confusingly similar to the name of any other existing domestic or domesticated or foreign corporation registered in the records on file in this office or to the name of any other proposed domestic or domesticated, or foreign corporation as shown by a certificate of the Secretary of State heretofore issued and presently effective.

This certificate is in full force and effective for a period of 4 calendar months from date of issuance. After such period of time, this certificate is void.



In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this
11th day of January, in the year of our Lord
One Thousand Nine Hundred and Eighty Three and
of the Independence of the United States of America the Two
Hundred and Seven

Secretary of State, Ex Officio Corporation
Commissioner of the State of Georgia

Secretary of State
Business Services and Regulation

Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

Small w. Miller
Barbara Price

CONTROL NUMBER : 8300361 DN
DATE INCORP/FILED : 01/11/83
DOCKET NUMBER : 91087495
DATE DISSOLVED : 7/11/90
EXAMINER : STACY GILLEY
TELEPHONE : 404-656-3173
ANNUAL REGISTRATION: \$ 70.00
REINSTATEMENT FEE : \$ 20.00
TOTAL DUE : \$ 90.00

91120618

FORM RB
REQUESTED BY:

R.C. CHRISTMAS
TURNER MONUMENTAL A.M.E. CHURCH, INC.
2546 MIRIAM LANE
DECATUR GA 30052

APPLICATION FOR REINSTATEMENT OF A DOMESTIC CORPORATION

"TURNER MONUMENTAL A.M.E. CHURCH, INC."

INSTRUCTIONS. COMPLETE AND RETURN ALL COPIES OF THIS FORM WITH A CHECK MADE PAYABLE TO THE SECRETARY OF STATE FOR THE AMOUNT DUE ABOVE. THE CORPORATION WAS ADMINISTRATIVELY DISSOLVED BY THE SECRETARY OF STATE ON THE DATE SET FORTH ABOVE AND SUBMITS THIS APPLICATION FOR REINSTATEMENT WITHIN TWO YEARS OF THE DATE OF DISSOLUTION AS PROVIDED IN O.C.G.A. SEC. 14-2-1422. THE CORPORATION CERTIFIES THAT ALL TAXES OWED THE STATE OF GEORGIA BY THE CORPORATION HAVE BEEN PAID, THAT THE CORPORATION'S NAME SATISFIES THE REQUIREMENTS OF O.C.G.A. SEC. 14-2-401 AND THAT THE GROUNDS FOR DISSOLUTION EITHER DID NOT EXIST OR HAVE BEEN ELIMINATED. THE AMOUNT DUE ABOVE REPRESENTS THE BACK FEES PROVIDED BY LAW AND A REINSTATEMENT FEE OF \$20.00, ALONG WITH ANY OTHER FEES PENALTIES DUE FROM EARLIER PERIODS.

THIS APPLICATION IS EXECUTED BY THE CHAIRMAN OF THE BOARD OF DIRECTORS OR AN OFFICER OF THE CORPORATION.

Max Cleland *Chairman* *Board of Trustees*
SIGNATURE AND CAPACITY IN WHICH INDIVIDUAL IS SIGNING.

CORP. MAILING ADDRESS: 66 Howard St

CORP. CITY/ST/ZIP: ATLANTA GA 30317 DATE: 4-21-91

CERTIFICATE - OFFICIAL USE ONLY



AMOUNT PAID : 90.00
CONTROL NUMBER : 91120618 AB, 6181R
DATE REINSTATED : 4-29-91
CERTIFIED BY : *JS*

Max Cleland
MAX CLELAND
SECRETARY OF STATE

SECURITIES
656-2894

CEMETERIES
656-3079

CORPORATIONS
656-2817

CORPORATIONS HOT-LINE
404-656-2222
Outside Metro-Atlanta

MAX CLELAND
Secretary of State
State of Georgia

BUSINESS SERVICES AND REGULATION
Suite 315, West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530

J.F. GULLION
Director

DEFICIENT CORPORATE FILING NOTICE

Turner Monumental A.M.E. Church, Inc. H.C. Christmas 2346 Miriam Lane Decatur, GA 30032	DATE RECEIVED: 4-29-91
	EXAMINER : Jackie Slate
	TELEPHONE : 656-2812
	CHARTER # :
CORRECTIONS TO BE MADE BY APPLICANT. IMPORTANT: RETURN THIS FORM WITH THE REQUESTED CORRECTION.	
Amount Paid: \$ 70.00; 20.00 Docket Number: 91120615; 418	
RE:	

- Incorrect fee. Secretary of State \$ _____
- Failure to sign _____
- Failure to include _____
- Corporate name does not satisfy requirements of Code Section 14-2-401.
- Failure to include mailing address of the principal office. (This is required by O.C.G.A. 14-2-202).
- Failure to attach Form A-100, as revised July 1, 1989. (This form includes the certification of request for publication required by O.C.G.A. 14-2-201.1).
- Failure to submit articles of incorporation with Form A-100.
- Failure to include number of shares corporation is authorized to issue.
- Failure to include street address and county of corporation's initial registered office/the name of the initial registered agent at that office.
- Failure to include name and address of each incorporator.
- Failure to file certificate of existence from home state. This document must be certified by the home state within 90 days of filing in Georgia.
- Corporation has not filed its annual registration for the years _____. Complete the enclosed annual registration form and return with a check for \$ _____ for accumulated fees.
- OTHER: Annual registration must be filled out.

IF THE DOCUMENTS ARE RECEIVED WITHIN 30 DAYS WITH THE ABOVE NOTED DEFICIENCY(IES) CORRECTED, THEY WILL BE FILED AS OF THE ORIGINAL DATE RECEIVED. FILINGS ARE DEEMED ABANDONED AFTER 60 DAYS. FEES ARE NON REFUNDABLE.

SSDL SYSDATE 04/30/91 *** DOCKET ***

DOCKET# ----- CORPORATION NAME ----- TYPE DISP
91087495 TURNER MONUMENTAL A.M.E. CHURCH, INC. R8 67

TOTAL Amount : \$ 70.00 Invoice/Receipt : P Cntr-trans
Inv/Rec Amount : \$ 70.00 Cat: CHT#: 8300361

REMARKS :
REINSTATEMENT, DOMESTIC FOR TURNER MONUMENTAL A.M.E. CHURCH, INC.

Current Charter # 91120615

BILL-TO INFORMATION

Name: H.C.CHRISTMAS
Addr: 2346 MIRIAM LANE
City: DECATUR State: GA Zip: 30032

COMMENT:
COMMAND: ENTER (C)ontinue (A)uto-inquiry (S)top (D)ocket-add
WOULD YOU LIKE ADDITIONAL COMMENTS ON I/R ? (Y/N) N

SSDL SYSDATE 04/30/91 *** DOCKET ***

DOCKET# ----- CORPORATION NAME ----- TYPE DISP
91120618 TURNER MONUMENTAL A.M.E. CHURCH, INC. 1R 64
Inv/Rec Amount : \$ 20.00 Cntr-trans I/R R

91078071

BILL-TO INFORMATION :

Name: TURNER MONUMENTAL AME CHURCH
Addr: 66 HOWARD STREET, NE
City: ATLANTA State: GA Zip: 30317

COMMENT:
COMMAND: ENTER (C)ontinue (S)top (I)nvoice/receipt processor
MESSAGE: WOULD YOU LIKE ADDITIONAL COMMENTS ON I/R ? (Y/N) N

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**Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530**

DOCKET NUMBER : 980260560
CONTROL NUMBER : 8300361
DATE INCORPORATED: 01/11/1983
DATE DISSOLVED : 07/23/1995
EFFECTIVE DATE : 01/14/1998
REFERENCE : 0033
PRINT DATE : 01/26/1998
FORM NUMBER : 122

HUBERT CHRISTMAS
66 HOWARD STREET, NE
ATLANTA GA 30317

CERTIFICATE OF REINSTATEMENT

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**TURNER MONUMENTAL A.M.E. CHURCH, INC.
A DOMESTIC NONPROFIT CORPORATION**

was incorporated and later dissolved on the dates stated above. Said corporation has filed an application for reinstatement, has paid all fees and penalties due to the Secretary of State, and has filed an updated annual registration. Attached hereto is a true and correct copy of said application.

WHEREFORE, said corporation is hereby reinstated as of the effective date of this certificate, having met the requirements for reinstatement under Title 14 of the Official Code of Georgia Annotated. The corporation's reinstatement shall relate back to and take effect as of the date of the administrative dissolution and the corporation may resume its business as if the administrative dissolution had never occurred.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE





Secretary of State
Lewis A. Massey

CORPORATIONS DIVISION
Suite 315 West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530
(404) 657-1375

980260560

HUBERT CHRISTMAS
66 HOWARD STREET, NE
ATLANTA, GA 30317

Reservation Number : 980080423
Control Number : 8300361
Date Dissolved : 07/23/1995
Telephone Number : (404) 657-1375
Amount Due : 175.00
Print Date : 01/12/1998
Form Number : 522

JAN 14 2 20 PM '98
BSR (6)
SECRETARY OF STATE

APPLICATION FOR REINSTATEMENT OF A DOMESTIC CORPORATION

Pursuant to the provisions of Title 14 of the Official Code of Georgia Annotated, the undersigned domestic corporation hereby applies to the Secretary of State for a certificate of reinstatement of a domestic corporation and submits the following:

TURNER MONUMENTAL A.M.E. CHURCH, INC.

Was administratively dissolved by the Office of Secretary of State on the date stated above for failure to comply with the requirements of Title 14 of the Official Code of Georgia Annotated. Grounds for the dissolution either did not exist or have been eliminated. All taxes owed by the corporation have been paid. The name, satisfying the requirements of Title 14 of the Official Code of Georgia Annotated, by which the corporation will hereafter be known is

TURNER MONUMENTAL A.M.E. CHURCH, INC.

This application must be accompanied by the annual registration and the amount due above which is the sum of the filing fee, and the total annual fees.

Complete and return all copies of this form with a check made payable to the Secretary of State for the amount due above. This application must be signed by the Chairman of the Board of Directors, President, or other Corporate Officer.

Hubert Christmas
Chairman Bd of Trustees
Signature & Title

1-14-98
Date

CERTIFICATE DESIGNATING AUTHORIZED
BORROWER REPRESENTATIVES

The undersigned, on behalf of **Turner Monumental AME Church** a Georgia company (the "Borrower"), in connection with that certain Loan Agreement Dated as of April 10, 2025 (the "Loan Agreement") by and between **URBAN RESIDENTIAL FINACE AUTHORITY**; a Georgia nonprofit corporation and a public body corporate and politic (the "Lender"), the interests in which (subject to certain exceptions) have been duly assigned hereby designates **Jeffery B. Cooper, II**, as Authorized Borrower Representative, whose signature appears below and authorizes them to take all actions and do all things as Authorized Borrower Representative required or permitted under the terms of the Loan Agreement.

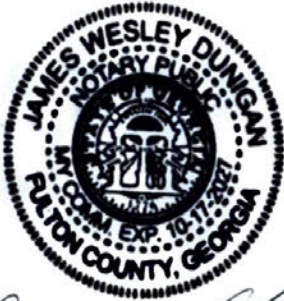
SPECIMEN SIGNATURE



Jeffery B. Cooper, II
Authorized Borrower Representative

Given this 23rd day of April 2024

(SEAL)

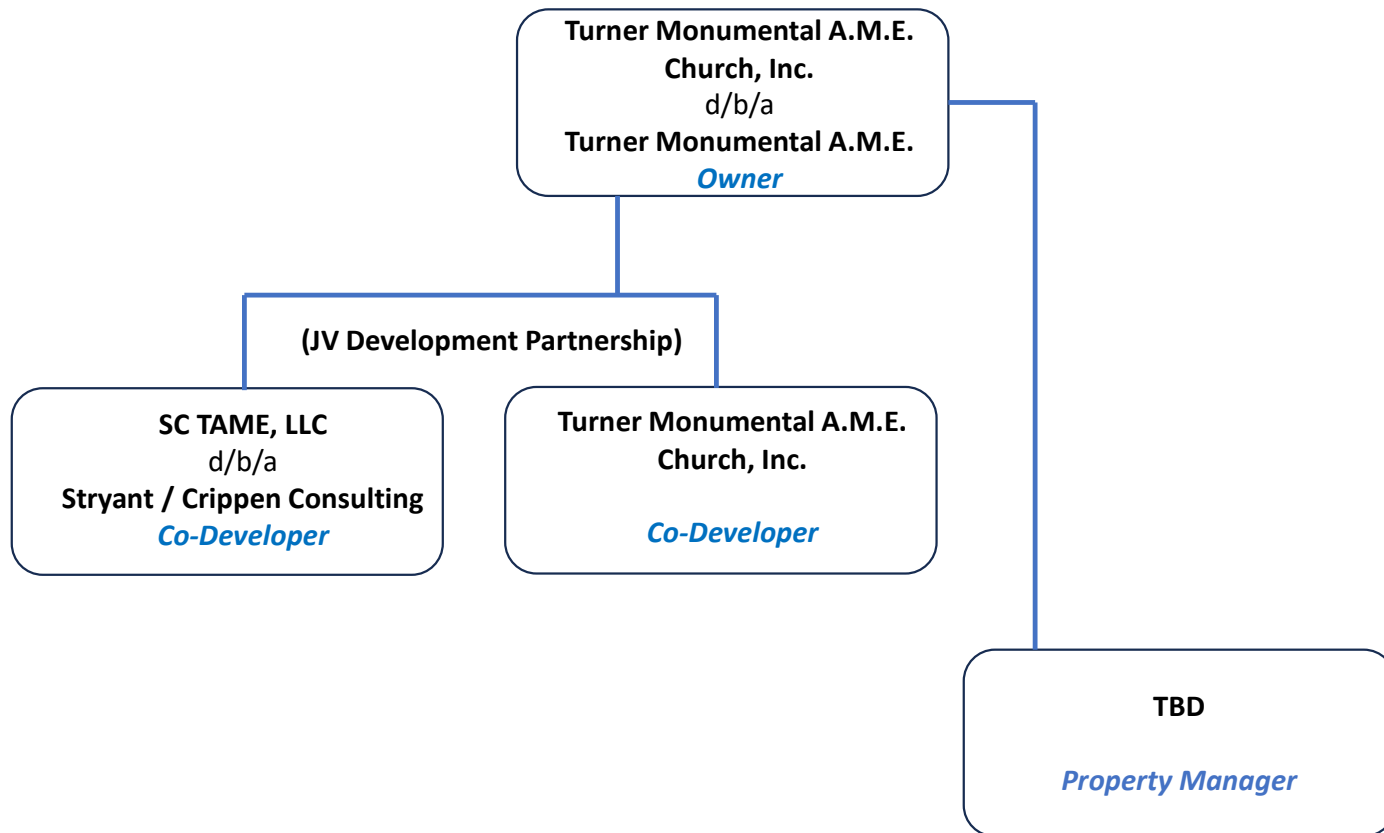


ATTEST:

By: Natasy
Title

Name: James Wesley Dungan
Title: Notary

Organization Chart Turner Monumental AME Permanent Supportive Housing Project





CITY OF ATLANTA

ANDRE DICKENS
MAYOR

55 TRINITY AVE, S.W.
SUITE 2400
ATLANTA, GEORGIA 30303-0300
TEL (404) 330-6100

JOSHUA HUMPHRIES
SENIOR ADVISOR

MEMORANDUM

TO: Kiera Riley , Multifamily Project Manager | Invest Atlanta

FROM: Samantha-Nicole Terry, Sr. Policy Analyst | Mayor's Office of Policy

DATE: February 10, 2025

SUBJECT: **Faith-Based Development Initiative Partner Certification Letter**

CC: Vickey Roberts, Director, Multifamily Housing Bonds - Invest Atlanta
Chatiqua Ellison, Director, Special Projects - Mayor's Office of Policy

Initial
ST

To Whom It May Concern,

This letter certifies that **Turner Monumental AME** or its designated development entity, with properties slated for development at **78 Howard St NE, Atlanta, GA, 30317, USA** have successfully completed all preliminary requirements necessary to be evaluated for re-development funding of up to \$25,000 as of the date of this letter.

The following activities have been completed:

- Submission of the City of Atlanta Faith-Based Development Partner Profile
- Completion of the Enterprise Community Partners Development Guide
- Participation in the City of Atlanta Housing Innovation Lab Project Assessment Meeting

With these prerequisites met, please proceed with evaluating their application for pre-development funding as part of our 2,000-unit initiative.

Please contact Samantha-Nicole Terry at sn Terry@AtlantaGa.Gov or 404-977-8143 if you have any questions or require additional information.

LETTER OF INTENT

This Letter of Intent (“LOI”) is entered into effective this 5th day of November, 2024 (“Effective Date”) by and between Stryant Investments and Crippen Consulting Group, LLC (“Developer”), with address 27 Doyle Street, 2nd Floor, Atlanta, GA 30317, and Turner Monumental AME Church (“Owner”), with address 66 Howard Street NE, Atlanta, GA 30317.

RECITALS

- A. Owner is the owner and operator of that certain parcels located at 78 and 88 Howard Street NE, Atlanta, GA 30317 and more specifically described in Exhibit A, hereto (the “Property”).
 - B. Developer has substantial experience and expertise in developing affordable housing.
 - C. Developer and Owner desire to consider working together to redevelop the Property (the “Development”), through formation of a new entity (“Partnership”) in which Developer or its affiliates, and Owner or its affiliates would be co-general partners, and as more specifically described in Exhibit B.
1. **Negotiations.** Developer and Owner desire to evaluate and work together to develop the Property for affordable housing. This LOI is not a binding agreement and is subject to the execution of a development agreement or other definitive agreement (“Definitive Agreement”) among the Parties. The Parties recognize that there are other terms and conditions that have yet to be addressed, but the Parties agree to work together in good faith to address these issues and to complete Definitive Agreements acceptable to both Parties within the term of this LOI.
 2. **Negotiating Period.** The term of this LOI is sixty (60) days from the Effective Date of this LOI (the “Negotiating Period”).
 3. **Exclusivity.** During the term of this LOI, the Owner shall negotiate exclusively with Developer with respect to the development, transfer, lease or sale of the Property with respect to land under the control of the Owner.
 4. **Non-binding.** This LOI is a statement of mutual intention; it is not intended to be legally binding and does not constitute a binding contractual commitment with respect to the transaction. Without limiting the foregoing, the failure of Developer and Owner to reach agreement on the terms and conditions being included in the Definitive Agreement and other agreements referred to herein shall not be construed as a breach of this LOI by any party hereto provided that the provisions of the four immediately preceding paragraphs are not breached. A legally binding obligation with respect to the transaction contemplated hereby will arise only upon execution and delivery of the Definitive Agreement and other agreements referred to herein by the parties thereto, subject to the conditions expressed therein.
 5. **Termination.** This Agreement shall terminate upon the execution of Definitive Agreements, expiration of the term of this LOI, mutual agreement of the Parties, or by the non-breaching party for the other party’s material breach of a binding provision of this LOI upon ten (10) days’ notice, if the breach is curable and remains uncured at the end of the notice period, or immediately, upon written notice if the breach is not curable

6. **Confidentiality.** Any information, including but not limited to data, financial information, business information (including customer lists and prospects), technical information, computer programs and documentation, programs, files, specifications, drawings, sketches, models, samples, tools or other data, oral, written or otherwise, (hereinafter called "Information"), furnished or disclosed by one Party to the other for the purpose of the contemplated transaction herein, will remain the disclosing Party's property. All copies of such Information in written, graphic or other tangible form must be returned to the disclosing party immediately upon written request if the transaction contemplated herein is not consummated. Unless such Information was previously known to receiving party free of any obligation to keep it confidential, or has been or is subsequently made public by the disclosing party or a third party, it must be kept confidential by the receiving party, will be used only in performing due diligence for the Project, and may not be used for other purposes except upon such terms as may be agreed upon between the Parties in writing.
7. **Notices.** All notices under this LOI shall be in writing, upon delivery by certified, express U.S. Mail, an express delivery service, or email which shall show the location and the delivery date and shall be addressed as follows:

Developers:

Stan Sugarman
Stryant Investments
27 Doyle Street 2nd Floor
Atlanta GA 30317
Stansugarman@gmail.com

Katie Crippen
Crippen Consulting Group, LLC
1373 Orange Blossom Terrace SE
Atlanta, GA 30316
Kcrippen9@gmail.com

Owner:

Rev. J.B. Cooper, II
Senior Pastor
Turner Monumental AME Church
66 Howard Street NE
Atlanta GA 30317
pastor@turnermonumental.org

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Owner

By: Turner Monumental A.M.E. Church, Inc. a Georgia nonprofit corporation

By:  _____

Title: Senior Pastor & Trustee Chairperson

Developer

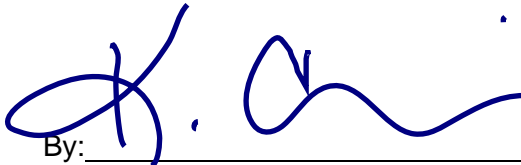
By: Stryant Investments, LLC, a Georgia limited liability company

By: Stan Sugarman

Title: Manager

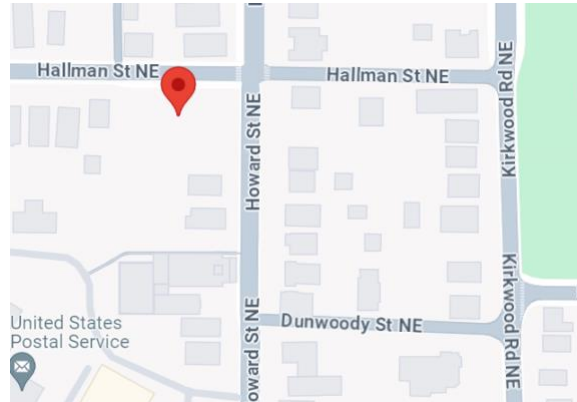
Developer

By: Crippen Consulting Group, LLC, a Georgia limited liability company

By:  _____

Title: Sara K. Crippen, Manager

EXHIBIT A
Property



78 Howard Street, Atlanta, GA 30317
Parcel Identification Number: 15 206 01 070

88 Howard Street, Atlanta, GA 30317
Parcel Identification Number: 15 206 01 071

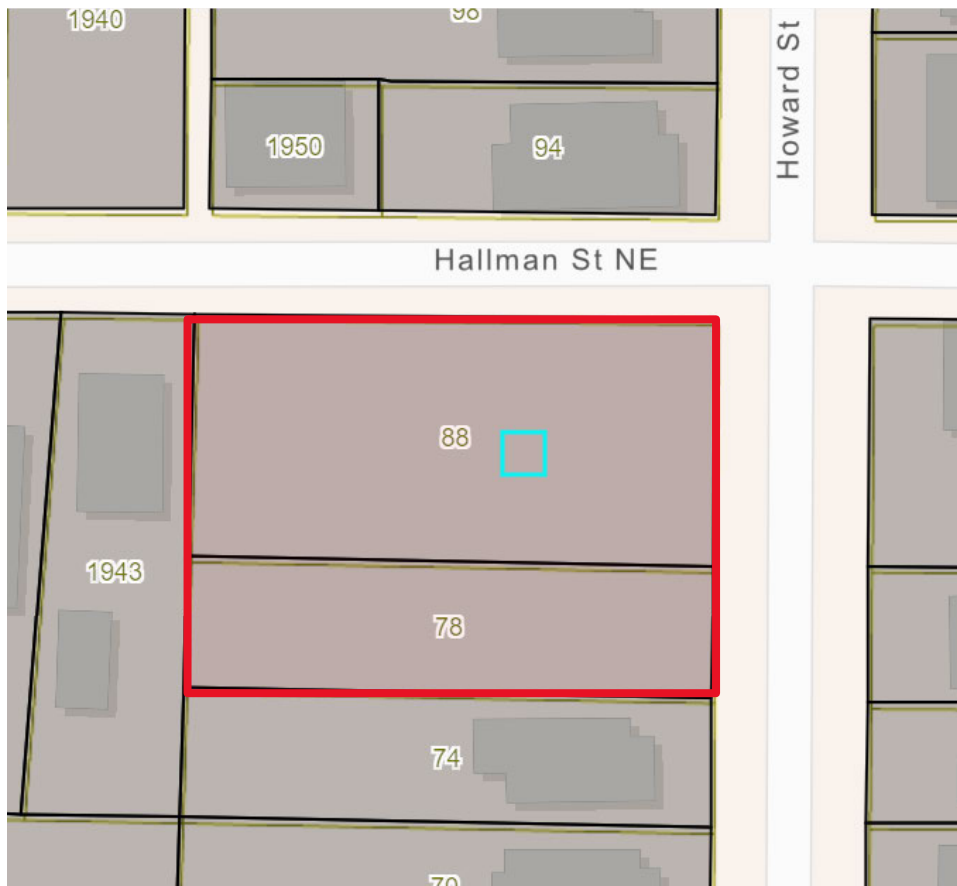


EXHIBIT B

Term Sheet

This term sheet summarizes the principal terms with respect to the potential formation of the Partnership, whose partners would include Developer and Owner or their designated affiliates. This term sheet is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding obligation of the parties. No legally binding obligations on the parties will be created, implied, or inferred until appropriate documents in final form are executed regarding the subject matter of this term sheet and containing all other essential terms of an agreed upon transaction and delivered by all parties.

The parties are discussing a transaction on the following, nonexclusive, terms:

1. **PROJECT STRUCTURE.** The Project would consist of the development of the Property owned by Owner at 78 and 88 Howard Street NE in Atlanta, GA 30317 into affordable housing. Developer would form a Limited Partnership (the "Partnership"), in which an affiliate of each of Developer and Owner would initially act as both general and limited partners. Once the Project receives an allocation of low-income housing tax credits, the tax credit equity investor would become the limited partner in the partnership, replacing the Parties as limited partner. The Parties shall remain as general partners.
2. **LAND CONSIDERATION.** For the purposes of site control for future financing applications, the Developer and Owner shall grant an option to long term ground lease the Property for a period of no less than 30 years for a fee. The length of the option period and the amount paid for the lease must be acceptable by the finance authority(ies) that approve funding for the Development. Fees for the ground lease will be discussed and approved prior to construction funding closing.
3. **RISK.** The parties expect to take on the following kinds of risk for the development:
 - a. Operating guarantees and capital calls for operating deficits following completion of construction: Owner
 - b. Reputational risk and sign-off with the Invest Atlanta, City of Atlanta, Federal Home Loan Bank, Department of Community Affairs, etc.: Developer
 - c. Predevelopment cost risks: Both Owner and Developer. See Section 4 of the Term Sheet and Exhibit D.
 - d. Construction guarantees and capital calls for paying for completing construction if project sources have been exhausted: Developer, specifically Stryant Investments.
4. **PRE-DEVELOPMENT EXPENSES.** Pre-development expenses under this LOI include but are not limited to costs of conceptual site planning with designers and/or engineers, market study, environmental reports, appraisals, legal fees, and application fees will be paid by Owner. Developer and Owner will work together to secure predevelopment funding through various sources. Expenses will be discussed and agreed upon between Parties before signing agreements with third parties and a draft is located in Exhibit D.
5. **RESPONSIBILITIES.**
 - a. **OWNER.** Owner will be responsible for the following:

- i. Existing management and obligations for the 78 and 88 Howard Street NE properties until the transfer of property to the development entity.
 - ii. Enter into grant and loan agreements for predevelopment funds
 - iii. Additional responsibilities outlined in Exhibit C.
 - b. DEVELOPER. With the exception of items listed in Section 5a of the Term Sheet, Developer would have sole and complete responsibility for the following:
 - i. Developer will assume the project lead in decision making and coordinating efforts and communication with consultants, city/agency staff, and financial partners unless otherwise agreed to by the parties.
 - ii. Additional responsibilities outlined in Exhibit C.
 - c. SHARED. Owner and Developer will share responsibilities for items outlined in Exhibit C.
 - d. MAJOR DECISIONS: Major decisions include but not limited to:
 - i. Percentage Interests: Owner intends to be a 100% partner in the partnership and Developer intends to be a 0% partner. Please see Exhibit C.
 - ii. Developer Fee: Owner will receive 40% and Developer will receive 60% of the paid developer fee funded in installments to be negotiated between Developer and the equity investor/limited partner. The developer fee is for developer services as well as the extensive guarantees provided for the Development, as described herein, and is split amongst the Parties in a manner commensurate with the level of risk and responsibility borne by each party. Please see Exhibit C.
 - iii. Selection or termination of architect;
 - iv. Master planning and conceptual design;
 - v. Selection or termination of general contractor;
 - vi. Selection or termination of construction manager/owner's rep;
 - vii. Establishment of initial development and construction budget;
 - viii. Granting or amending easements or encumbrances;
 - ix. Negotiating with the City regarding zoning and other approvals.
6. REPRESENTATIONS. Each party would represent to the other the financial status of their respective organizations and that they have no experience with defaults, bankruptcy or foreclosures, and would provide the other with current financial statements. Each party recognizes that it would need to provide its input on and approval of various development items within appropriate time periods. In the event of an unreasonable delay by Owner in responding to a request for approval and after providing notice that such delay would have a significant adverse effect on the Project schedule or budget, Developer would have the authority to make final decisions as necessary to maintain the Project schedule and/or budget.
7. OTHER PROVISIONS OF THE PARTNERSHIP AGREEMENT. The partnership agreement would set forth the conditions constituting events of default and causes for termination by a party. The partnership agreement would include a clause requiring each party to indemnify the other party in the event of damages caused by the negligence or misconduct of a party.

EXHIBIT C
Examples to Determine Partnership Splits and Developer Fee

Risk / Guaranty	Example	Owner % Responsibility / Guaranty	Developer % Responsibility / Guaranty
Operating Guarantees (smaller component of risk)	Who promises to pay for operating deficits or capital calls in years 0-15?	X 100%	
Construction Guarantees (largest component of risk)	Who will pay to finish construction or for defects if something goes wrong?		X 100%
Pre-development expenses (at risk dollars)	Who pays for pre-dev costs with uncertainty that deal can repay?	X*	X*

*Developer will obtain predevelopment funding including loans and grants, and all funds will be in Owner's name

Preliminary Assessment

Contribution	Team Member(s)	Additional Information
Access to land <i>e.g. Value of land?</i> <i>Rezoning needed?</i>	Owner/Developer	Owner: Access and ownership of land; Developer: Rezoning responsibilities
Financial strength to provide guarantees	Developer	Will provide construction guarantees and not operating guarantees.
Pre-development resources	Developer	Will lead the application process to secure funding for predevelopment needs.
Relationships with banks and other funders	Developer	Utilization of Developer's existing relationships is key to Development's success.
Track record securing subsidies and competitive resources	Developer	Strong track record securing both rental subsidy and funding sources (HOME, HOB, FHLB AHP, TAD, etc.)
Eligibility for special government programs, such as tax abatements and exemptions	Owner/Developer	Owner: eligible with nonprofit status; Developer: will secure resources

Access to social service funding	Developer	Developer will lead to secure funding for services and to find service providers.
Expertise with the population served and affiliated services	Developer	Developer has expertise in development for this population and will assist to secure partners for property management and service providers
Community and political support	Owner/Developer	Owner: Relationship to surrounding community; Developer: Relationship with surrounding community and local political representatives. Shared: Devising and implementing a community participation plan to engage the local community in the planning, thereby obtaining input and support for the Development.
Property management experience	Owner/Developer	Developer: Will lead in the selection of the property manager based on their previous experience with similar developments. Owner: Will play significant role in selection process and they will hold the long-term relationship.

Division of Responsibilities

Role	Team Member(s)	Additional Information
Preparing budgets and financial feasibility	Developer	Developer will prepare, monitor, and update the capital budget and financial model for the design, construction, and operation of the Development.
Submitting applications to agencies and financial institutions	Developer	
Bank/Lender point of contact	Developer	
Government agency point of contact	Developer	
Architect: How will the architect be selected? What interest does each partner have in the design and how will design decisions be made?	Owner/ Developer	

General contractor (GC)	Owner/ Developer	Developer will provide construction services for Development and will provide oversight
Construction loan and requisition management	Developer	
Construction management	Owner/ Developer	
Property management: How will property manager be selected? If third party, who will oversee property manager? What are the rights and responsibilities of the other partners around property management? Have all parties agreed to rent charging, rent collection and eviction procedures?	Owner/ Developer	Developer to assist Owner to find Property Management Company

Tables above inspired from Enterprise Community Partners, Inc. & Supportive Housing Network of New York | Joint Venture Guidebook

EXHIBIT D
Estimated Predevelopment Expenses

Category	Cost
Property Appraisal	\$ 6,500
Market Study	\$ 5,000
Environmental Report(s)	\$ 7,500
Rezoning (Legal, Applications)	\$ 5,000
Boundary and Topographical Sur	\$ 6,000
Architectural Fee - Design	\$ 15,000
Engineering	\$ 7,500
Real Estate Attorney	\$ 5,000
Funding Applications	\$ 12,500
Contingency	\$ 15,000
Sum	\$ 85,000

EXHIBIT D
Estimated Predevelopment Expenses

Category	Cost
Property Appraisal	\$ 6,500
Market Study	\$ 5,000
Environmental Report(s)	\$ 7,500
Rezoning (Legal, Applications)	\$ 5,000
Boundary and Topographical Sur	\$ 6,000
Architectural Fee - Design	\$ 15,000
Engineering	\$ 7,500
Real Estate Attorney	\$ 5,000
Funding Applications	\$ 12,500
Contingency	\$ 15,000
Sum	\$ 85,000

FILED & RECORDED
DEKALB CO., GA

MAR 20 8 36 AM '96

DeKalb County, Georgia
State Transfer Tax
Paid 7.00
Date 3-20-96
CLERK SUPERIOR COURT
W. J. ...

STATE OF GEORGIA
COUNTY OF DEKALB

CLERK OF SUPERIOR COURT
DEKALB COUNTY, GA

WARRANTY DEED

THIS INDENTURE made this 8th day of March, in the year One Thousand Nine Hundred Ninety-Six, between THE TRUSTEES OF ISRAEL MISSIONARY BAPTIST CHURCH, (F/K/A) ISRAEL BAPTIST CHURCH, as party or parties of the first part, hereinafter called Grantor, and TURNER MONUMENTAL A.M.E. CHURCH, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 208A OF THE 15TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE POINT OF BEGINNING IS WHERE THE WEST SIDE OF HOWARD STREET INTERSECTS THE SOUTH SIDE OF HALLMAN STREET; THENCE RUNNING WESTERLY 200 FEET MORE OR LESS, ALONG THE SOUTH SIDE OF HALLMAN STREET; THENCE RUNNING SOUTHWESTERLY 95 FEET MORE OR LESS; THENCE RUNNING EASTERLY 200 FEET MORE OR LESS, TO THE EAST SIDE OF HOWARD STREET; THENCE RUNNING NORTHERLY 95 FEET MORE OR LESS, ALONG THE EAST SIDE OF HOWARD STREET AND TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY DESCRIBED IN TAX DEED BY TAX COMMISSIONER AND EX OFFICIO SHERIFF OF DEKALB COUNTY, IN DEED BOOK 3867, PAGE 370, DEKALB COUNTY, GEORGIA RECORDS.

Subject to all easements, rights-of-way, and restrictive covenants of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

THE TRUSTEES OF ISRAEL MISSIONARY BAPTIST CHURCH, F/K/A ISRAEL BAPTIST CHURCH

[Signature]
Witness

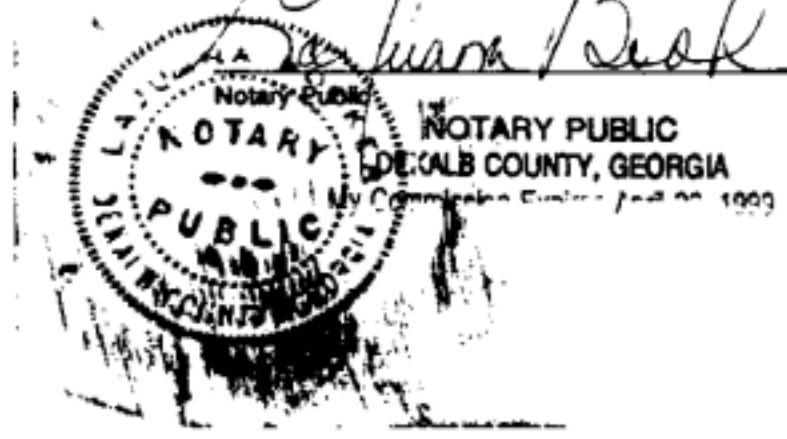
By: *Arthur Curry* (Seal)
ARTHUR CURRY, TRUSTEE

[Signature]

Waldo Bennett (Seal)
WALDO BENNETT, TRUSTEE

[Signature]

Johnnie Turner (Seal)
JOHNNIE TURNER, TRUSTEE



BOOK 8917 PAGE 593

Pankey Coffman + Horlock
315 W. Ponce de Leon Ave - Ste 525
Decatur GA 30030

STATE OF GEORGIA
DEKALB COUNTY

FILED AND RECORDED THIS
11 DAY OF Aug, 1995
AT 12:32 P.M.

LIMITED WARRANTY DEED

Clerk Superior Court
DeKalb County, Ga.

THIS INDENTURE, made this 2nd day of August, 1995 between Southtrust Bank of Georgia, N.A. of Fulton County as Grantor, and Turner Monumental A.M.E. Church of DeKalb County, as Grantees (the words "Grantor" and Grantee" are to include their respective heirs, successors, and assigns where context requires or permits).

WITNESSETH that: Grantor, for an in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration in hand paid at and before the sealing of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantee, all that tract or parcel of land being and lying in Land Lot 206 of the 15th District, DeKalb County, Georgia, being the North half of lot 290 of South Kirkwood Property as shown on map recorded in Deed Book "HH," Page 183, DeKalb County Records, and more particularly described as follows:

BEGINNING at a point on the West side of Howard Street 95 feet South from the Southwestern corner of the intersection of Howard Street with Hallman Street; thence South along the West side of Howard Street 50 feet to a point; thence West 200 feet to a point; thence North 50 feet to a point; thence East 202 feet to the West side of Howard Street, and the point of the beginning and being known as 78 Howard Street, N.E., according to the present system of numbering houses in the City of Atlanta, Georgia.

To HAVE AND TO HOLD the said tract or parcel of land with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in any way appertaining to the only proper use, benefit, and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed, the day and year first written above.

Signed, Sealed and Delivered in the presence of:

Esquiline Carter
Witness

DeKalb County, Georgia
Real Estate Transfer Tax

Paid \$ 12.00

Date 8-11-95
CLERK, SUPERIOR COURT

By *Tracy Wael*
Deputy Clerk

SOUTHTRUST BANK OF GEORGIA, N.A. Deputy Clerk

By: *Patricia Liggett*
Title: Vice President
For Southtrust Bank



Sworn to and subscribed before me
this 2nd day of August, 1995.

