CONSTRUCTION DISBURSEMENT AND MONITORING AGREEMENT

THIS CONSTRUCTION DISBURSEMENT AND MONITORING AGREEMENT (this "Agreement") is entered into as of December 1, 2018, among WESTMINSTER PRESBYTERIAN HOMES, INC., a Georgia nonprofit corporation (the "Borrower"), NEWBANKS & COMPANY, INC., a Georgia corporation (the "Construction Consultant"), and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, as bond trustee (the "Bond Trustee").

Explanatory Statement

- A. The Borrower has entered into a Master Trust Indenture, dated as of December 1, 2018, between the Borrower and Branch Banking and Trust Company, as master trustee (the "Master Trustee"), which provides for its issuance of its obligations thereunder, upon entering into an indenture supplemental to such Master Indenture to issue such obligations, as amended by the Supplemental Indenture for Obligations No. 1 Through No. 6, dated as of December 1, 2018 (the "Supplemental Indenture"), between the Borrower and the Master Trustee (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Master Indenture");
- B. The Oconee County Industrial Development Authority (the "Authority") is issuing its revenue bonds as follows pursuant to a Bond Trust Indenture, dated as of December 1, 2018, between the Authority and the Bond Trustee (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Bond Indenture"):

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Fixed Rate Series 2018A-1 (the "Series 2018A-1 Bonds") in an aggregate principal amount of \$32,840,000,

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Adjustable Rate Series 2018A-2 (the "Series 2018A-2 Bonds") in an aggregate principal amount of \$10,000,000, and

Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Entrance Fee Series 2018A-3 (the "Series 2018A-3 Bonds" and together with the Series 2018A-1 Bonds and the Series 2018A-2 Bonds, the "Series 2018 Bonds") in an aggregate principal amount of \$10,000,000,

- C. The Authority has agreed to lend the proceeds of the Series 2018 Bonds to the Borrower pursuant to the terms of a Loan Agreement, dated as of December 1, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Authority and the Borrower;
- D. The Borrower intends to use a portion of the proceeds of the Series 2018 Bonds to finance the development, construction and equipping of a continuing care retirement community to be known as "Presbyterian Village Athens," expected to include 186 independent living units, 30 assisted living units, 30 memory care units, and 40 skilled nursing beds, along with common and administrative areas, to be located on an approximately 70.4 acre site at 8021 Macon Highway in Oconee County, Georgia (the "Project"); and
- E. The Borrower, the Construction Consultant, and the Bond Trustee desire to set out their understanding with respect to the construction of the Project and the disbursement of monies therefor.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Series 2018 Bond Documents (hereinafter defined), the Borrower, the Construction Consultant, and the Bond Trustee agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1. <u>Incorporation and Definitions</u>. The foregoing recitals and all exhibits hereto are made a part of this Agreement. Terms not otherwise defined herein shall have the meanings set forth in the Bond Indenture. The following terms shall have the following meanings in this Agreement:

"Architect" means Batson Associates, Inc.

"Architect's Contract" means the Standard Form of Agreement Between Owner and Architect (AIA Document B101TM-2017), dated December 22, 2015, between the Architect and the Borrower.

"Authorized Representative" means the chief executive officer or the chief financial officer or a Vice President of the Borrower.

"Change Order" means any amendment or modification of the Construction Documents.

"Civil Engineer" means W&A Engineering.

"Completion Date" means the date construction is to be completed in accordance with the original Construction Schedule, as may be extended as provided in **Section 3.6** hereof.

"Construction Consultant" has the meaning assigned to it in the preamble.

"Construction Contract" means, collectively, the Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of the payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (AIA Document A133TM-2009) dated October 31, 2018, between the Borrower and the Construction Contractor covering site work, the Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of the payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (AIA Document A133TM-2009) dated October 31, 2018, between the Borrower and the Construction Contractor covering construction of the independent living apartments, the Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of the payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (AIA Document A133TM-2009) dated October 31, 2018, between the Borrower and the Construction Contractor covering construction of the health center, and the Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of the payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (AIA Document A133TM-2009) dated November 12, 2018, between the Borrower and the Construction Contractor covering construction of the independent living cottages.

"Construction Contractor" means R. W. Allen Construction, LLC, a Georgia limited liability company, and its successors and permitted assigns.

"Construction Documents" means the Construction Contract, the Architects' Contract, the Plans and Specifications, the Project Budget and the Performance and Payment Bonds.

"Construction Fund" means the Construction Fund established under the Bond Indenture within which there is an Independent Living Account and a Healthcare Account.

"Construction Schedule" means the construction schedule attached hereto as Exhibit G.

"Deed to Secure Debt" means the Deed to Secure Debt, Assignment of Leases and Rents, and Security Agreement dated as of December 1, 2018, from the Borrower to the Authority, as grantee, which has been assigned by the Authority to the Master Trustee, as the same may be amended, modified or supplemented from time to time.

"Disbursement Request" means a Disbursement Request substantially in the form of Exhibit A.

"Environmental" means anything pertaining to water (including water vapor, surface water and subsurface water), any land (including surface or subsurface land), air, aquatic life, wildlife, vegetation, any other biota and any other natural resources.

"Environmental Laws" means and includes any and all present and future federal, state or local laws, statutes, ordinances, rules, regulations, orders, judgments, decrees, concessions, grants, franchises, agreements, codes, restrictions, or determinations of any governmental authority regulating, relating to or imposing liability or standards of conduct concerning any Environmental matters now or at any time hereafter in effect, including, without limitation, the National Environmental Policy Act, the Clean Water Act, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Asset Conservation Lender Liability and Deposit Insurance Protection Act of 1996 and as may be further amended from time to time ("CERCLA"), the Endangered Species Act, the Federal Water Pollution Control Act, the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act of 1976 as amended by the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), the Hazardous Materials Transportation Act of 1975, the Safe Drinking Water Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978, the Emergency Planning and Community Right-To-Know Act of 1986, the United States Environmental Protection Agency's Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks, 40 C.F.R. Part 280, The Atomic Energy Act of 1954, the Acid Precipitation Act of 1980, the Low-Level Radioactive Waste Policy Act, the Nuclear Waste Policy Act of 1982, the Solid Waste Disposal Act, or any other so-called "Superfund" or "Superlien" law and Wetlands Protection Act and any comparable or similar environmental laws (whether state or federal) and any rule. regulation, law or ordinance (whether local, state or federal) governing the generation and disposal of medical waste, together with all amendments in effect from time to time and all rules and regulations promulgated from time to time, under or with respect to any or all of the foregoing laws.

"Environmental Study" means the Phase 1 Environmental Site Assessment dated September 7, 2018 and conducted by BBG Inc. dba DBA Assessment.

"Guaranty" means the Guaranty Agreement, dated as of December 1, 2018, between Presbyterian Homes of Georgia, Inc., a Georgia nonprofit corporation (the "Guarantor") and the Master Trustee.

"Hard Costs" means all expenditures incurred or to be incurred by the Borrower for work, labor, materials and equipment furnished in connection with the construction of the Project that are included in the Construction Contracts.

"Hazardous Substance" has the same meaning as given to that term under CERCLA, or any other applicable Environmental Law or under the regulations promulgated under CERCLA or any other applicable Environmental Law, except that for purposes of this Agreement, the term Hazardous Substance shall also include, but shall not be limited to, petroleum products, including crude oil or any fraction thereof, liquefied natural gas and any solid, liquid, semi-solid or gaseous petroleum wastes, pollutants (including toxic pollutants) and medical waste as defined under the Clean Water Act; provided, however, that the term Hazardous Substance under this Agreement shall not include chemical elements, substances or mixtures which are (i) naturally occurring in the environment and (ii) indigenous to the environment on, at, above or below the Project or the Land, the presence of which does not impose a risk or threat to the health, safety or welfare of the residents or employees of the Project and the Land.

"Insurance Consultant" means a Person that is not an officer or employee of the Borrower and no member, director, officer or employee of which is an officer or employee of the Borrower, which is qualified to survey risks and to recommend insurance coverage for corporations comparable to the Borrower.

"Land" means the parcels described in **Exhibit C** attached hereto on which the Project is being constructed.

"Lender" means the Bond Trustee (as trustee for the holders of the Series 2018 Bonds).

"Liquidity Support Agreement" means the Liquidity Support Agreement dated as of December 1, 2018 among the Guarantor, the Borrower, and the Master Trustee.

"Manager" means Collins Project Management, Inc. and its successors and assigns.

"Notes" means, collectively, the promissory notes designated "Westminster Presbyterian Homes, Inc. Series 2018A-1 Note", "Westminster Presbyterian Homes, Inc. Series 2018A-2 Note," and "Westminster Presbyterian Homes, Inc. Series 2018A-3 Note" evidencing the obligation of the Borrower to repay loans and advances under the Loan Agreement, and which are Master Obligations under the Master Trust Indenture, and which have been or will be assigned to the Bond Trustee.

"Notices" has the meaning assigned to it in Section 5.1.

"Performance Bond and Payment Bond" means the payment and performance bond(s) delivered by the Construction Contractor.

"Permits" has the meaning assigned to it in Section 2.1(f).

"Plans and Specifications" means the plans and specifications for construction of the Project, signed by the Borrower and the Construction Contractor, as applicable.

"Premises" means the Land and the Project.

"Project Budget" means the budget prepared by the Borrower and attached hereto as **Exhibit B**, which reflects the sources of funds available to pay Project Costs and the budgeted cost, on a line item basis, of each category of work or materials required to construct the Project pursuant to the Plans and Specifications, together with all other budgeted costs and expenses which are expected to be incurred in connection with the development, acquisition, construction, financing, marketing, leasing and equipping of the Project, including, without limitation, interest and professional fees.

"Project Costs" means all Hard Costs and Soft Costs, collectively.

"Project Costs Deficit" means, at any time, the amount by which (if any) the amount of proceeds of the Series 2018 Bonds remaining to be disbursed prior to the Completion Date is not sufficient to pay the remaining unpaid Project costs (including funded interest) as budgeted (including any adjustments to the Project Budget based on the progress of construction, occupancy of the Project and other factors affecting the Project Budget).

"Retainage" has the meaning assigned to it in Section 3.6.

"Series 2018 Bond Documents" means the Master Indenture, the Supplemental Indenture, the Bond Indenture, the Loan Agreement, the Notes, the Deed to Secure Debt, the Liquidity Support Agreement, and the Guaranty.

"Soft Costs" means all capitalized interest on the Series 2018 Bonds and all costs and expenditures included in the Project Budget other than Hard Costs.

"Title Company" means Fidelity National Title Insurance Company, or its successor or assigns.

"Title Policy" has the meaning assigned to it in Section 3.4(a).

"Underwriter" means BB&T Capital Markets, a division of BB&T Securities, LLC.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

- Section 2.1. <u>Representations and Warranties</u>. To induce the Construction Consultant and the Bond Trustee to execute and perform this Agreement, the Borrower represents, covenants and warrants to the Construction Consultant and the Bond Trustee as follows:
 - (a) No condition, circumstance, event, agreement, document, instrument, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefor) exists which could adversely affect the validity or priority of the liens and security interests granted to the Bond Trustee pursuant to the Bond Indenture or the Master Trustee pursuant to the Deed to Secure Debt, which could materially adversely affect the ability of the Borrower to complete the Project, which could materially adversely affect the ability of the Borrower to perform its obligations under the Series 2018 Bond Documents, which would constitute a default or event of default under any of the Series 2018 Bond Documents or which would constitute such a default or event of default with the giving of notice or lapse of time or both.
 - (b) The Land, the present use and occupancy of the Land, the Plans and Specifications, the construction of the Project pursuant to the Plans and Specifications and the use and occupancy of the Premises when the Project is completed will not materially violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind, including, without limitation, Environmental Laws, zoning, building, land use, noise abatement, occupational health and safety or other laws, any building permit or any condition, grant, easement, covenant or restriction, whether recorded or not (to the extent the Borrower has knowledge of any unrecorded matters).

- (c) Except as disclosed by the Environmental Study, (i) the Land has not been used, and the Premises will not be used, for any activities which, directly or indirectly, involve the use, generation, treatment, storage, transportation or disposal of any Hazardous Substances, (ii) the Premises and its existing and prior uses have at all times materially complied with and will materially comply with all Environmental Laws, and the Borrower has not materially violated, and will not materially violate, any Environmental Law, and (iii) there are no facilities on the Premises which are subject to reporting under Section 312 of the Federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §11022), and federal regulations promulgated thereunder. Except as disclosed by the Environmental Study delivered to the Bond Trustee, the Premises do not contain any underground storage tanks. It is agreed that the Bond Trustee shall have no duty whatsoever to review or approve the Environmental Study.
- (d) This Agreement and any budgets, schedules, opinions, certificates, Construction Contractor's statements, applications, affidavits, agreements, Construction Documents and other materials submitted to any Bond Trustee in connection with or in furtherance of this Agreement by or on behalf of the Borrower fully and fairly state the matters with which they purport to deal, and neither misstate any material fact nor, separately or in the aggregate, fail to state any material fact necessary to make the statements made not misleading.
- (e) Subject only to payment of fees reflected in the Project Budget, all utility and municipal services required for the construction, occupancy and operation of the Premises, including but not limited to water supply, storm and sanitary sewage disposal systems, gas, electric and telephone facilities are available at required levels, for current and potential future use, for use and tap-on at the boundaries of the Land.
- (f) All governmental permits and licenses, all utility, parking, access (including curb-cuts and highway access), construction, recreational and other permits and easements required for the construction of the Project including building permits issued by the appropriate governmental authority authorizing construction of the Project in accordance with the Plans and Specifications and including tap-on permits required by applicable law to construct the Project ("Permits") have been or will be obtained in a timely manner in order for the Project to be completed by the Completion Date. The Borrower has paid and will pay all fees for Permits as the same become due and payable.
- (g) The storm and sanitary sewage disposal system, water system and all mechanical systems of the Premises do (or when constructed will) comply with all applicable laws, statutes, ordinances, rules and regulations, including, without limitation, all Environmental Laws. The applicable environmental protection agency, pollution control board and/or other governmental agencies having jurisdiction of the Premises have issued or will issue in a timely manner their permits for the construction, tap-on and operation of those systems.
- (h) When completed in accordance with the Plans and Specifications, the Project will not encroach upon any building line, set back line, side yard line or any recorded or visible easement (or other easement of which the Borrower is aware or has reason to believe may exist) which exists with respect to the Premises.
- (i) The Plans and Specifications contain all detail requisite for the Project which, when built and equipped in accordance therewith, shall be ready for the intended use thereof.
- (j) The Construction Contract covers, or will cover, all labor, material and equipment required by the Plans and Specifications or necessary to complete the Project,

excepting only the labor, material and equipment to be provided pursuant to any remaining subcontracts.

Section 2.2. <u>Continuation of Representations and Warranties</u>. The Borrower hereby covenants, warrants and agrees that the representations and warranties made in **Section 2.1** hereof are now and shall remain true and correct at all times hereafter so long as any obligations remain outstanding under the Series 2018 Bond Documents. Each Disbursement Request (as hereinafter defined) shall constitute a reaffirmation that these representations and warranties are true as of the date of such Disbursement Request and will be true on the date of the advance.

ARTICLE 3

DISBURSEMENTS

Section 3.1. <u>Disbursement Requests to Comply with this Agreement</u>. All Disbursement Requests will, in addition to the requirements of the Loan Agreement, be in the form of **Exhibit A** and comply with the terms and conditions of this Agreement.

Section 3.2. <u>Disbursement Requests.</u>

- Bond proceeds made under the Project Budget for Hard Costs, the Borrower shall deliver a Disbursement Request to the Bond Trustee, executed by an Authorized Representative, together with such additional information (such as paid receipts, invoices, statements of accounts, etc.) as the Bond Trustee may reasonably require to assure that amounts requisitioned are to be used to reimburse the Borrower for Project Costs previously paid by the Borrower or to pay costs incurred by the Borrower which are due and owing, together with AIA Document G-702 and G-703 and such schedules, affidavits, releases, waivers, statements, invoices, bills and other documents, certificates and information, including the Construction Consultant's report described in Section 3.2(b) below, satisfactory as the Bond Trustee shall request supporting such use of funds. The Borrower shall be entitled to an advance only in an amount approved by Construction Consultant in accordance with the terms of this Agreement and the other Series 2018 Bond Documents. The Bond Trustee shall not be required to make advances more frequently than once each calendar month.
- (b) Following receipt and approval of a Disbursement Request, all supporting documentation and information required by the Construction Consultant, and receipt and approval of a written report from the Construction Consultant (including as to the matters described in **Section 3.5(a)**), the Construction Consultant will determine the amount of any advance the Bond Trustee shall make in accordance with this Agreement, the Series 2018 Bond Documents and the Project Budget.
- (c) The Construction Consultant shall make monthly site visits to review each Disbursement Request as required under this Agreement, and such visits shall be summarized in a monthly report in the form of **Exhibit E** attached hereto. The Construction Consultant consents to the Borrower's use and distribution of such monthly report pursuant to the Borrower's continuing disclosure obligations with respect to the Series 2018 Bonds, including the posting of such report on the Electronic Municipal Market Access service of the Municipal Securities Rulemaking Board ("EMMA").
- Section 3.3. <u>Disbursement Requests for Soft Costs</u>. The Borrower will submit each Disbursement Request for the payment of Soft Costs to the Bond Trustee setting forth the total amount of Soft Costs included in the Disbursement Request, itemized by the categories in the Project Budget, together with bills, paid invoices or other evidence supporting each item of Soft Costs covered by the

Disbursement Request and a Certificate of the Manager in the form attached as Attachment D to the form of Disbursement Request.

- Section 3.4. <u>Conditions Precedent to Funding the Initial Disbursement Request</u>. Prior to the initial Disbursement Request, in addition to the conditions set forth in the Series 2018 Bond Documents, the following conditions must be satisfied:
 - (a) <u>Title Policy</u>. The Bond Trustee must receive a Mortgagee Policy of Title Insurance issued to the Master Trustee in an amount satisfactory to the Master Trustee and the Bond Trustee ("Title Policy"), insuring the Deed to Secure Debt to be a valid first, prior and paramount lien upon the fee interest to the Premises subject only to the Permitted Liens as defined in the Master Indenture, described therein and to customary exceptions for unfiled mechanics' and materialmen's liens, and containing such affirmative coverage endorsements as the Lenders shall require.
 - (b) <u>Survey</u>. The Bond Trustee and the Title Company must receive and approve a survey of the Premises.
 - (c) <u>Insurance Policies</u>. The Bond Trustee must receive insurance policies written by companies and in forms, amounts and coverage as required by the Master Indenture and otherwise satisfactory to the Insurance Consultant, the Borrower and the Underwriter. Without limiting the generality of the foregoing, such policies shall include all insurance required to be carried by the Borrower under the Series 2018 Bond Documents, the Construction Contract, subcontracts, and any leases affecting the Project.
 - (d) <u>Cost and Plan Review</u>. The Construction Consultant shall be satisfied, based upon the cost and plans review prepared by it, that the Project can be completed by a date no later than the Completion Date with the balance of the proceeds of the Series 2018 Bonds then available for advance pursuant to the terms of this Agreement and the other Series 2018 Bond Documents and other funds available to the Borrower.
 - (e) <u>Utilities; Licenses; Permits</u>. The Bond Trustee shall have received evidence satisfactory to it that:
 - (i) all utility and municipal services required for the construction and future occupancy and operation of the Premises are available for use and tap-on at the Premises, subject only to payment of fees included in the Project Budget, or will be available after construction thereof as provided in the Construction Contract, subject only to payment of costs and fees included in the Project Budget;
 - (ii) all Permits, including a building permit issued by the appropriate governmental authority authorizing construction of the Project in accordance with the Plans and Specifications and including tap-on permits (if and to the extent available), required by applicable law to construct the Premises have been issued, are in full force and all fees therefor have been fully paid or, if the stage of construction of the Project does not allow or require the issuance of all such Permits, then the Borrower shall provide evidence, satisfactory to the Construction Consultant, that as the construction progresses the Borrower will promptly obtain and deliver to the Bond Trustee such Permits as and when they become available in order that the Project be completed in accordance with the Plans and Specifications;

- (iii) the storm and sanitary sewage disposal system, the water system and all mechanical systems serving the Premises do (or when constructed will) comply with all applicable laws, ordinances, rules and regulations, including Environmental Laws, and the applicable environmental protection agency, pollution control board and/or other governmental agencies having jurisdiction of the Premises have issued (or when constructed will issue) their permits for the construction thereof; and
- (iv) all utility, parking, access (including curb-cuts and highway access), construction, recreational and other easements and permits required or, in the Construction Consultant's judgment, necessary for the construction of the Premises have been granted or issued or will be granted or issued;

which evidence shall include a certificate of the applicable Architect or the Construction Consultant reciting the above matters and listing (and reciting that there are so listed) all such services, permits, licenses and easements, together with copies of all Permits, utility letters, licenses and grants of easements required to initiate construction. Permits not available as of the date of issuance of the Series 2018 Bonds shall be delivered promptly to the Bond Trustee and the Construction Consultant upon issuance of any such Permit.

- (f) Geotechnical Report. The Bond Trustee shall have received a geotechnical report satisfactory to the Construction Consultant prepared in accordance with current industry standards by a licensed soil engineer acceptable to the Construction Consultant showing the locations of all borings, containing boring logs for all borings together with recommendations for the design of the foundations, paved areas and underground utilities for the Project confirming that no conditions exist which could cause subsidence of any portion of the Land and showing no state of facts which could adversely affect the Project, unless such condition is cured by the design of the applicable portion of the Project.
- (g) <u>Plans and Specifications</u>. The Construction Consultant shall have received the detailed Plans and Specifications for the Project which form the basis of the Construction Contract (the "GMP Documents"), including all changes to the date of submission thereof, showing identification thereof by the Architect and generally consistent with any plans theretofore submitted, together with evidence satisfactory to the Construction Consultant that the Plans and Specifications have been approved by the Construction Contractor and sureties.
- (h) <u>Architect's Certificate</u>. The Bond Trustee shall have received an Architect's Certificate from each Architect substantially in the form attached hereto as **Exhibit D**.
- (i) <u>Engineer's Certificate</u>. The Bond Trustee shall have received an Engineer's Certificate from the Engineer substantially in the form attached hereto as <u>Exhibit F</u>.
- (j) <u>Construction Contracts</u>. The Bond Trustee shall have received copies of the executed Construction Contract and subcontracts for Hard Costs for work and materials in excess of \$250,000, including purchase orders for all fixtures and equipment to be installed in the Project, which shall conform to applicable terms of this Agreement, including, without limitation, provisions regarding retainage, changes in Plans and Specifications, change orders, extras, bonds and construction schedule and which must be strictly satisfactory to the Construction Consultant in all respects; provided that if the Construction Contract does not cover all of the work necessary for completion of construction of the Project, including the installation of fixtures and equipment and work required for the operation of the Project, the Borrower shall furnish detailed studies, designs, budgets and schedules, construction contracts and any other information that the

Construction Consultant shall require with respect to such additional work from responsible parties. Subcontracts shall be delivered to the Construction Consultant promptly upon execution thereof.

- (k) Architects', Engineer's and Contractors' Contracts. The Bond Trustee shall have received copies of the executed Architects' Contract and any other engineer's or contractor's contracts with the Borrower, which must provide that the Borrower will have license to reproduce and use the Plans and Specifications on or before a date acceptable to the Bond Trustee and the Construction Consultant.
- (l) <u>Payment and Performance Bonds</u>. The Bond Trustee shall have received payment and performance bonds for the Construction Contract on AIA Document A312 "Performance Bond and Payment Bond."
- (m) <u>Environmental Report</u>. The Bond Trustee shall have received and approved a copy of the Environmental Study. The Borrower shall be required to follow any recommendations contained therein, as required by the Series 2018 Bond Documents.
- Section 3.5. <u>Requirements for Each Disbursement Request</u>. Each Disbursement Request will be subject to, and the Borrower will be responsible for submitting to the Bond Trustee, or the Bond Trustee shall receive, as applicable, satisfactory proof of compliance regarding the following:
 - (a) <u>Construction Consultant Report</u>. The Bond Trustee shall have received a confirmation from the Construction Consultant that, to the best of such party's knowledge, information and belief, construction is in accordance with the Plans and Specifications, the quality of the work for which the any advance is being requested is in accordance with the applicable contract, the amount of the advance requested represents work in place based on onsite observations and the data comprising the requisition, the work has progressed in accordance with the Construction Contract and schedule, and the applicable contractor is entitled to the payment of the amount certified and there is no Project Costs Deficit.
 - (b) <u>Title Endorsement</u>. The Title Company shall provide a title bring-to-date indicating that since the last preceding disbursement there has been no change in the status of title and there are no other exceptions not previously approved as required under the terms of the Master Indenture. The Title Company shall provide such an endorsement to the Title Policy, effective as of the date of the advance, directly to the Bond Trustee, the Master Trustee and the Bond Trustee advancing the effect date thereof to the date of the disbursement and increasing coverage by the amount thereof.
 - (c) <u>Lien Waivers</u>. Except with respect to Disbursement Requests for payment to parties that do not have lien rights, lien releases and waivers from the Construction Contractor, subcontractors, consultants, design and engineering professionals and suppliers for the work or materials for which funds are requested (which may be subject to receipt of payment of the funds requested), and lien releases and waivers from the Construction Contractor's subcontractors for work performed by them which is covered by the immediately-preceding Disbursement Request.
 - (d) <u>Materials for the Project</u>. The Borrower shall cause all materials for the Project: (i) to be purchased in a manner that will result in the ownership thereof vesting unconditionally in the Borrower, free from all Liens (except Permitted Liens, as defined in the Master Indenture) upon payment by the Borrower and on delivery of such materials to the Premises; (ii) to be reported stored and tracked in accordance with the AIA G703, under reasonable adequate

safeguards satisfactory to the Construction Consultant; (iii) to be covered by the lien and security interest of the Mortgaged Property and (iv) to be covered by a "Builder's Risk" insurance policy. The Borrower will deliver to the Construction Consultant copies of any contracts, bills of sale, paid invoices, statements or agreements under which the Borrower claims title to any materials used in the construction of, or incorporated or to be incorporated into, the Project. With respect to materials stored off-site:

(i) the materials will be

- 1. photographed and attested to by an approved inspector, to the extent such materials have an individual value of more than \$100,000,
- 2. easy to locate, labeled for the Project, and tagged to match up to invoices,
- 3. segregated from materials of other ownership and protected from theft and weather as necessary,
- 4. stored in a bonded warehouse, or a Uniform Commercial Code (UCC-1) Form will be provided for materials or products stored by the manufacturer or a vendor on its property, except those materials covered by a payment and performance bond, stored in a warehouse that is not bonded, or that can be replaced without significant impact to the schedule;
- (ii) copies of each bill of sale to the Borrower and invoices complete with each item listed and priced are provided to the Construction Consultant;
- (iii) the Borrower and/or Master Trustee are named on the certificate of property insurance as additional insured for material in storage and transit; and
- (iv) partial and/or conditional waivers of lien for full value or conditional lien waivers are sent directly to the Title Company (when required) and to the Bond Trustee.
- (e) <u>Statement of Expenditures</u>. Except with respect to Disbursement Requests for Soft Costs, if requested by the Bond Trustee or the Construction Consultant, receipt of a statement of the Borrower and the applicable Contractor, in form and substance reasonably satisfactory to the Construction Consultant, setting forth the names, addresses and amounts due or to become due as well as the amounts previously paid to every contractor, subcontractor and supplier furnishing materials for or performing labor on the construction of any part of the Project.
- (f) Representations and Warranties. The Borrower certifies that the representations and warranties made in the Disbursement Request or which are contained in any of the Construction Documents or the Series 2018 Bond Documents or any certificate, document or financial or other statement furnished thereunder or in connection herewith or therewith will be

correct in all material respects on and as of the date of the disbursement as if made on and as of such date except as otherwise waived in writing by the applicable party to such document.

- (g) No Event of Default. No Event of Default (as defined in the Series 2018 Bond Documents), and no event which with the giving of notice or lapsed of time, or both, would constitute and Event of Default, has occurred and is continuing on such date or after giving effect to the advance to be made on such date of disbursement.
- (h) <u>Survey</u>. Within 30 days of the completion of the building foundation for the Project, the Borrower has delivered to the Construction Consultant (i) a foundation survey, certified by a registered engineer or surveyor, to the satisfaction of the Construction Consultant, showing that the location of the foundation for the Project is within the perimeter of the Premises and its relation to all bounding lines, set-back lines, wetlands areas and easements relating to the Premises; (ii) a certificate from the Architect and the Construction Contractor stating that the foundation work and all other work in place conforms to the Plans and Specifications and identifying any portion of the Project consisting of subsurface work which has not yet been completed; and (iii) a statement from the Architect concerning the foundation work. If material amounts of additional perimeter walls or ground level improvements have been added since the date of the survey delivered at Closing, an updated survey of the Premises shall be provided.
- (i) <u>Damage or Injury</u>. Execution of the Disbursement Request constitutes the certification by the Borrower that the Project has not been materially damaged by fire or other casualty or there has been received by the Bond Trustee insurance proceeds (or other funds provided to or from the Borrower) as required by the Bond Indenture.
- (j) <u>Permits</u>. If requested by the Bond Trustee or the Construction Consultant, receipt of true copies of all permits required at the date of the advance for construction of the Project and not theretofore delivered to the Bond Trustee or the Construction Consultant.
- Section 3.6. Additional Requirements for Final Payment and Final Release of Remaining Retainage Amounts. On or prior to the date of the certification by the Construction Consultant for the payment of any remaining funds withheld under the Construction Contracts as retainage ("Retainage") for Hard Costs, in addition to satisfaction of the other conditions set forth in of this Agreement, the Borrower shall furnish the items listed below to the Construction Consultant:
 - (a) Architect's Certificate. Certification (under the duty of care standards articulated in of the Architect's Contract) of the Architect (on an AIA form approved by the Bond Trustee) that the improvements relating to such Retainage have been substantially completed in accordance with the Plans and Specifications except for those punch list items identified in (f) below and with all applicable covenant easements and restrictions, if any.
 - (b) <u>Release of Liens</u>. A final release of liens, conditioned only on receipt of payment, signed by the Construction Contractor and all subcontractors under the Construction Contract in a form reasonably acceptable to the Bond Trustee.
 - (c) <u>Governmental Approvals</u>. Evidence of approval (including permanent or temporary occupancy permit and licenses if required) by all governmental authorities whose approval is required of the completed Project, the permanent occupancy thereof and the intended uses thereof.

- (d) <u>Final As-Built Survey</u>. Prior to the final release of Retainage, a final survey and surveyor's certification reasonably acceptable to the Title Company and the Bond Trustee and reviewed by the Construction Consultant, showing the as-built location of the completed improvements, the perimeter of the Premises by courses and distances, any existing foundations and footings for the improvements, all easements and rights-of-way, the boundary lines of the streets abutting the Premises, any encroachments and the extent thereof in feet and inches, the relation of the improvements by distances to the perimeter of the Premises and the building lines.
- (e) <u>Contractor's Affidavit</u>. Delivery by the Construction Contractor of an affidavit stating that the improvements relating to such Retainage have been completed substantially in accordance with the Construction Documents except for punch list items identified in subsection (f) below; that all amounts due from the Construction Contractor to all subcontractors and materialmen who have provided services or materials in connection with the construction of the improvements have been paid (or will be paid out of funds requested to be advanced); that the Title Company and the Construction Contractor have received lien waivers or releases from such subcontractors and materialmen in a form acceptable to the Title Company and the Bond Trustee; that the Construction Contractor and, to its actual knowledge, such subcontractors and materialmen, if union members, have paid all union benefits then due and owing to their respective unions; and stating such other information as the Bond Trustee may require.
- (f) <u>Borrower Officer's Certificate</u>. A certificate of an Authorized Representative of the Borrower to the effect that, to the best of such officer's knowledge, (i) the acquisition, construction, equipping and development of the Project has been substantially completed in accordance with the Plans and Specifications, all applicable zoning and building laws, ordinances, rules and regulations and in accordance with the applicable provisions of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; (ii) all labor, materials, equipment and services used in connection with such acquisition, construction, equipping and development have been paid in full (or will be paid from the proceeds of the Retainage); (iii) all other material improvements necessary in connection with the Project have been acquired, constructed and completed, and all costs and expenses incurred in connection therewith have been paid in full or will be paid from the proceeds of the Retainage; (iv) substantially all of the equipment, materials and furnishings have been purchased and installed in the Project (and those remaining are set forth on a punch list to be completed promptly) and have been paid in full or will be paid from the proceeds of the Retainage; and (v) the Project is suitable and sufficient for its intended purpose.
- (g) <u>Title Policy Endorsement</u>. An endorsement to the Title Policy updating the Title Policy to the date of the certification of the as-built survey described in subsection (d) above and in the final amount of the Series 2018 Bonds then outstanding and without further exceptions except for Permitted Liens and without any survey exception other than "shortages in area" as required by applicable law, a copy of which is provided to the Master Trustee and the Bond Trustee.
- (h) <u>Permanent Insurance</u>. The Borrower shall have furnished to the Master Trustee and the Bond Trustee permanent insurance in form and amount and with companies in accordance with the requirements of the Master Indenture, the Bond Indenture and the Series 2018 Bond Documents.

- (i) <u>As-Built Plans and Specifications</u>. The Borrower has received as-built Plans and Specifications for the Project and has provided copies thereof to the Master Trustee and the Bond Trustee.
- (j) No Encumbrances. Reports from the Title Company or the appropriate filing offices of the state and county in which the Premises are located indicating that no judgments, tax or other liens, security interests, leases of personalty, financing statements or other encumbrances (other than Permitted Liens and liens and security interests in favor of the Master Trustee and no other party), are of record or on file encumbering any portion of the Premises, and that there are no judgments or tax liens outstanding in respect to the Borrower. The Title Company shall provide a report directly to the Master Trustee and the Bond Trustee.
- (k) <u>Compliance with Agreement</u>. All other requirements of this Agreement shall have been complied with.
- Section 3.7. <u>Disbursement Limitations</u>. The following limitations apply to all Disbursement Requests:
 - (a) General. Disbursements for the payment of Project Costs in each category of cost in the Project Budget (as modified to the extent permitted under (c) below and subject to change per approved Change Orders under (b) below) will be limited to the amount shown for such category. Disbursements shall be made only to pay directly or reimburse the Borrower for Project Costs described in the Project Budget and actually incurred by the Borrower. The aggregate amount of disbursements for payment of Hard Costs will be further limited to the lesser of (i) the actual cost of work and labor done on the improvements and materials incorporated in the Project (or stored in accordance with Section 3.5(d) above), exclusive of Retainage, or (ii) the actual value, as determined by the Construction Consultant, of satisfactory work and labor done on the improvements and materials incorporated in the Project (or stored in accordance with Section 3.5(d) above), less Retainage. Disbursements withheld as Retainage will be advanced only upon satisfaction of the conditions set forth in Section 3.6 above.
 - (b) <u>Change Orders</u>. The Borrower shall not execute, or permit the performance of work or the furnishing of materials pursuant to, any Change Order until such Change Order has been submitted by the Borrower to and approved by the Construction Consultant, other than Change Orders that do not exceed \$100,000 in any one instance or \$250,000 for all Change Orders in the Aggregate. The Borrower shall procure appropriate amendments to any Performance and Payment Bonds in effect with respect to the Construction Contracts affected by any Change Order.
 - (c) Reallocation of Line Items. Line items may be reallocated within the Project Budget if the following conditions are satisfied (1) the Borrower certifies that (i) sufficient funds remain in the line item from which the amount is to be reallocated to pay all Project Costs which may be paid from that line item; and (ii) there is no Project Costs Deficit and each such certification is reviewed and verified by the Construction Consultant, (2) the Construction Consultant must receive and verify demonstrated and documented actual cost savings affecting any approved Project Budget category, (3) any Hard Cost savings are reallocated only to one or more categories of other Hard Costs or contingency reserve, (4) any soft cost savings are reallocated only to one or more categories of other soft costs or contingency reserve, (5) no reallocations shall be made from the interest reserve line item and (5) the Borrower delivers the

supporting documentation for the applicable cost savings to Administrative Agent with the Draw Request immediately preceding such reallocation.

(d) <u>No Revisions of Project Budget and Completion Schedule</u>. Except as provided in the foregoing subsections (b) and (c), the Project Budget and the Completion Schedule shall not be amended without the prior written consent of the Construction Consultant.

ARTICLE 4

[INTENTIONALLY OMITTED]

ARTICLE 5

MISCELLANEOUS

Section 5.1. Notices.

(a) All notices, requests, demands, directions and other communications (collectively "Notices") under the provisions of this Agreement will be in writing (including e-mail communication) unless otherwise expressly permitted hereunder and will be sent and deemed received as follows: (a) if by certified mail, five (5) days after mailing; (b) if by overnight delivery, on the next Business Day; (c) if by telephone, when given to a person who confirms such receipt; and (d) if by e-mail, when confirmation of receipt is obtained. All notices will be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

If to the Borrower: Westminster Presbyterian Homes, Inc.

301 East Screven Street Quitman, Georgia 31643 Attention: Alex Patterson Telephone: (229) 563-6853 Facsimile: (229) 263-6195 Email: apatterson@phgainc.org

If to the Construction Consultant:

Newbanks & Company, Inc. 350 Shallowford Road, NE

Suite 200

Chamblee, Georgia 30341 Attention: Brad Howard

Email: bhoward@newbanksatl.com

If to the Bond Trustee: Branch Banking and Trust Company

223 West Nash Street

Wilson, North Carolina 27893

Attention: Cristina Rhodebeck
Telephone: (704) 838-8915
Facsimile: (252) 246-4303
Email: crhodebeck@bbandt.com

If to the Master Trustee:

Branch Banking and Trust Company 223 West Nash Street Wilson, North Carolina 27893

Attention: Cristina Rhodebeck Telephone: (704) 838-8915 Facsimile: (252) 246-4303 Email: crhodebeck@bbandt.com

The parties hereto may rely on any notice (including telephoned communication) purportedly made by or on behalf of the Borrower and have no duty to verify the identity or authority of the Person giving such notice.

- (b) Each party hereto agrees each may, but shall not be obligated to, make Communications (as defined below) available to the to the parties hereto by posting the Communications on an Electronic System. "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any party hereto or the transactions contemplated therein which is distributed by any party hereto by means of electronic communications pursuant to this Section, including through an Electronic System. "Electronic System" means any electronic system, including e-mail, e-fax, Intralinks®, ClearPar®, Debt Domain, Syndrak and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by any party hereto or any other Person, providing for access to data protected by passcodes or other security system.
- (c) The parties agree that notwithstanding any provision to the contrary contained in the agreements to use an Electronic System, the Borrower may provide the Construction Consultant's reports to the Underwriter to be posted on EMMA for the holders of the Series 2018 Bonds.
- Section 5.2. <u>Indemnification</u>. The Borrower shall indemnify the Construction Consultant and the Manager (collectively, the "Indemnitees") against, and hold the Indemnitees harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by the Indemnitees or asserted against the Indemnitees in connection with, or as a result of execution or delivery of this Agreement and the performance by the Indemnitees of obligations hereunder; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from (i) the gross negligence, bad faith or willful misconduct of the Indemnitees or (ii) a claim brought by the Borrower against the Indemnitees for a material breach of such Indemnitee's obligations hereunder.

Section 5.3. Governing Law, Waiver of Jury Trial and Consent to Jurisdiction.

- (a) This Agreement will be governed by, construed in accordance with and enforceable under the laws of State of Georgia and applicable federal law without regard to choice of law rules.
- (b) EACH PARTY HERETO AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL BY EACH PARTY HERETO IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY PARTIES HERETO IS MADE IN RELIANCE UPON SUCH WAIVER. EACH PARTY HERETO EACH FURTHER WARRANT AND REPRESENT THAT SUCH WAIVER

HAS BEEN KNOWINGLY AND VOLUNTARILY MADE BY EACH PARTY HERETO FOLLOWING CONSULTATION WITH THEIR RESPECTIVE LEGAL COUNSEL.

- (c) EACH PARTY HERETO CONSENTS TO AND SUBMITS TO EXCLUSIVE IN PERSONAM JURISDICTION AND VENUE IN THE STATE COURTS OF THE STATE OF GEORGIA AND IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA. EACH PARTY ASSERTS THAT IT HAS PURPOSEFULLY AVAILED ITSELF OF THE BENEFITS OF THE LAWS OF THE STATE OF GEORGIA AND WAIVES ANY OBJECTION TO IN PERSONAM JURISDICTION ON THE GROUNDS OF MINIMUM CONTACTS, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY PLEA OF FORUM NON CONVENIENS. THIS CONSENT TO AND SUBMISSION TO JURISDICTION IS WITH REGARD TO ANY ACTION RELATED TO THIS AGREEMENT.
- (d) The waivers made pursuant to this Section are irrevocable and un-modifiable, whether in writing or orally, and are applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.
- Section 5.4. <u>Successors and Assigns and Assignment</u>. This Agreement inures to the benefit of and is binding upon the parties hereto and their respective successors and assigns. The Borrower may not assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto. The Construction Consultant may not assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto.
- Section 5.5. <u>Headings</u>. Section headings in this Agreement are included herein for convenience of reference only and do not constitute a part of this Agreement for any other purpose.
- Section 5.6. <u>Counterparts</u>. 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, will be deemed an original, but all of which together will constitute one and the same instrument.

Section 5.7. Replacement of Construction Consultant.

- (a) The Construction Consultant may be removed at any time for cause by written notice of the Borrower.
- (b) If the Construction Consultant shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Construction Consultant for any cause, the Borrower shall promptly appoint a successor Construction Consultant. The Borrower shall notify the Bond Trustee in writing of the appointment of a successor Construction Consultant.
- Section 5.8. <u>Limitation of Bond Trustee Liability</u>. The Bond Trustee shall have no duty or responsibility to ensure or monitor compliance by the Borrower with any of the Borrower's representations, warranties or covenants set out in this Agreement, the sole duty and responsibility of the Bond Trustee hereunder being to disburse moneys in compliance herewith. The Borrower hereby agrees to indemnify and hold the Bond Trustee harmless from and against any claim, loss, liability, damage, cost or expense (including reasonable attorneys' fees and court costs) arising from the Bond Trustee's action or declining to act under this Agreement, other than any such claim, loss, cost, expense, fees or costs which are the direct result of the negligence or willful misconduct of the Bond Trustee. The obligations of this Section shall survive the termination of this Agreement and the resignation or removal of the Bond Trustee.

Section 5.9. <u>Amendments</u>. This Agreement may not be amended without the prior written consent of the Master Trustee and the parties to this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

WESTMINSTER PRESBYTERIAN HOMES, INC.

Name: Frank H. McElroy, Jr.

Title: President

NEWBANKS & COMPANY, INC.

By: Brad J. Howard	
Name: Brad J. Howard	
Title:_Vice President	

BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, as the Bond Trustee for the Series 2018 Bonds

Cirtana D. Clock

By:_

Name: Cristina G. Rhodebeck

Title: Vice President

EXHIBIT A

FORM OF DISBURSEMENT REQUEST FOR PAYMENT

To: BRANCH BANKING AND TRUST COMPANY, as Bond Trustee

This Disbursement Request ("Disbursement Request") Number __ is made pursuant to the Construction Disbursement and Monitoring Agreement dated as of December 1, 2018 (the "Disbursement Agreement") among WESTMINSTER PRESBYTERIAN HOMES, INC., a Georgia nonprofit (the "Borrower"), NEWBANKS & COMPANY, INC., a Georgia Corporation (the "Construction Consultant"), and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, as bond trustee (the "Bond Trustee").

Terms used in this Disbursement Request shall have the meanings specified for them in the Disbursement Agreement.

The undersigned I	Borrower here	requ	ests	a disburse	eme	nt of	Series	2018	Bond	proce	eds i	n the
aggregate amount of \$ respective Advance Percen	itages.	to	be	advanced	by	the	Lenders	s in	accorda	ince	with	their
	gvo.											

The Bond Trustee is hereby authorized and directed to make payment in the aggregate amount of \$_____ from the Independent Living Account and/or the Healthcare Account of the Construction Fund as specified in the Itemized Statement of Costs on Schedule A attached hereto and pursuant to the Disbursement Agreement. The undersigned officer of the Borrower hereby certifies to you on behalf of the Borrower in connection with the amount for which payment is requested by this Disbursement Request, as follows:

- (1) The obligations as set forth on this Disbursement Request were incurred for Project Costs.
- (2) All previous disbursements made pursuant to the Series 2018 Bond Documents have been expended for Project Costs described in prior Disbursement Requests submitted by the Borrower. This Disbursement Request contains no items representing payment on account of any retained percentage required to be retained by the Borrower at the date hereof.
- (3) This Disbursement Request is for Project Costs that have not been the basis of a prior or contemporaneous Disbursement Request or of a prior payment of an external loan or of a prior reimbursement of internal advances.
- (4) The obligations for which payment is requested do not represent a material adverse change from the Plans and Specifications.
- (5) No item(s) for which payment is requested has (have) been the basis for any prior disbursement from the Construction Fund (requests for disbursement of retainage amounts under any contract relating to the construction of the Project will not be deemed made for an item which has been the basis of a prior disbursement by virtue of requests for disbursement of amounts covering the cost of such construction, less the retainage amounts).
- (6) The amount of such costs included in this Disbursement Request either has been paid by the Borrower or is justly due to the named Contractor and each subcontractor or other party for labor, materials, services or equipment furnished for the design, construction and

equipping of the Project insofar as actually incorporated therein (or stored in accordance with Section 3.5(d) of the Disbursement Agreement) up to the date of this Disbursement Request (in the case of the first Disbursement Request) or to the date of such Disbursement Request from the date of the previous Disbursement Request (in the case of any subsequent Disbursement Requests).

- (7) To the knowledge of the undersigned, as of the date hereof, the construction of the Project to date has been performed in a good and workmanlike manner and substantially in accordance with the Construction Documents.
- (8) There are no material impediments that would present a threat to completion of construction at the costs contemplated (i) in the Construction Contract, as amended to date, or (ii) on the schedule contemplated in the Construction Schedule, as amended to date.
- (9) No notice of any mechanics' or other lien or encumbrance upon the Premises by reason of labor, materials, services or equipment supplied or claimed to be supplied in connection with the Premises has been received by the Borrower or has been filed, or if any notice of any such lien or encumbrance upon the Mortgaged Property has been received by the Borrower or has been filed, such lien or encumbrance has been discharged or dissolved or the Borrower is contesting the same in the manner provided in the Series 2018 Bond Documents (attached hereto are waivers of such mechanics' liens).
- (10) The amount remaining on deposit in the Construction Fund for the Series 2018 Bonds at the end of the month immediately preceding the date of this Disbursement Request, and the amount of investment earnings estimated by the Borrower to be deposited therein over the remainder of the construction period, and the amount remaining to be advanced under the Series 2018 Bonds, is set forth below:

CONSTRUCTION FUND BALANCE Construction Fund	\$
Estimated Investment Income	-
Balance of Available Bond Proceeds	\$

- (a) The "Balance of Available Bond Proceeds" as set forth above is sufficient to pay the expected remaining Project Costs of completing the Project in accordance with the Project Budget and there is no Project Costs Deficit.
- (b) The amounts remaining in the Project Budget for Hard Costs are sufficient for the completion of the Hard Costs anticipated to be incurred through the end of the time period included in the Project Budget and to complete the construction of the Project in accordance with the Plans and Specifications.
- (c) The amounts remaining in the Project Budget for Soft Costs are sufficient for the completion of the Soft Costs anticipated to be incurred through the end of the time period included in the Project Budget and to complete the construction of the Project in accordance with the Plans and Specifications.
- (11) The Borrower has delivered to the Master Trustee and the Bond Trsutee any requested title bring down and endorsement that comply with the requirements of Section 3.5(b) of the Disbursement Agreement.

- (12) All other applicable requirements of the Disbursement Agreement and the Series 2018 Bond Documents have been satisfied.
- (13) Amounts previously requested for the categories listed in this Disbursement Request, together with the amount of this Disbursement Request, do not exceed the total amount shown for such category in the Itemized Statement of Costs set forth in Schedule A hereto.
- (14) The Borrower certifies that all costs payable under the categories listed in the attached Itemized Statement of Costs have been paid (or a maximum amount of costs will be paid in such category(ies) to complete the Project, based on existing contracts or purchase orders); the amount of costs paid (or certified to be paid) under such category(ies) in the Itemized Statement of Costs; and the amount of such savings, together with the amounts available in the categories covered by this Disbursement Request, is sufficient to pay the costs requested hereby.
- (15) As to any obligation stated on this Disbursement Request incurred in or for payment of the purchase price of any item of materials, equipment or other personal property, the Borrower has, or upon disbursement pursuant to such request will acquire, title to such property free and clear of any lien or encumbrance other than the lien created by or pursuant to the Master Indenture or the Bond Indenture subject to Permitted Liens.
- (16) The representations and warranties contained in the Disbursement Agreement and the Series 2018 Bond Documents are true and correct in all material respects as of the date hereof with the same effect as if made on this date.
- (17) No event has occurred and is continuing which constitutes an Event of Default under the Series 2018 Bond Documents or would, with the passage of time or the giving of notice, or both, constitute an Event of Default under any Series 2018 Bond Document.
- (18) To the knowledge of the undersigned no litigation or proceedings are pending or threatened (including proceedings under Title 11 of the United States Code) against the Borrower, the Project or the Construction Contractor, which litigation or proceedings is material (or which, in the case of the Construction Contractor, could materially affect the completion of the Project).
- (19) If final payment for remaining Retainage is included in this Disbursement Request, the Borrower certifies that all of the requirements specified in Section 3.6 of the Disbursement Agreement have been satisfied.
- (20) The payment of such requisition, together with the payment of all prior requisitions, will not result in more than 5% of the proceeds of the Series 2018 Bonds being used directly or indirectly in the trade or business carried on by any person who is not a "501(c)(3) corporation" within the meaning of Section 145 of the Code or in any "unrelated trade or business" of any 501(c)(3) organization.
- (21) The payment of such requisition will not result in more than 2% of the net proceeds of the Series 2018 Bonds or being used to pay costs of issuing the Series 2018 Bonds.

WESTMINSTER PRESBYTERIAN HOMES, INC.

By:		
Name:	Alex Patterson	
Title:	Vice President	

SCHEDULE A

ITEMIZED STATEMENT OF COSTS

Hard Costs

Budget Line Item	Payable To	Amount
T 1 1 T 1 C 1		
Total Hard Costs		
	Soft Costs	
Budget Line Item	Payable To	Amount
Total Soft Costs		
Total Disbursement Request		\$

ATTACHMENT A

CERTIFICATE OF CONTRACTOR

[Required for Disbursement Requests for Hard Costs]

Appro	ved by Contractor
The _	day of, 20
	The undersigned, as Contractor, certifies to the Bond Trustee that:
	(1) the representations made in paragraphs 5 (with respect to Hard Costs only), 6, 7, 8 (to the extent of Contractor's actual knowledge as of the date hereof), 9 (to the extent of Contractor's actual knowledge as of the date hereof) and 18 (to the extent of Contractor's actual knowledge as of the date hereof) with respect to the attached Forms G702 and G703 to be included in Disbursement Request No (the "Disbursement Request") are true, correct and complete; and
	(2) the items set forth on Schedule A (with respect to Hard Costs only) to the Disbursement Request are true, correct and complete.
	R. W. ALLEN CONSTRUCTION, LLC
	By:
	Name:
	Title:

ATTACHMENT B

CERTIFICATE OF CONSTRUCTION CONSULTANT

[Required for Disbursement Requests for Hard Costs]

Approved by the Construction Consultant
Theday of20
The undersigned, as the Construction Consultant, certifies to the Bond Trustee that:
(1) the statements made in paragraphs 4 (with respect to Hard Costs only), 5 (with respect to Hard Costs only), 6 and 10 in the Disbursement Request dated, 20_ (the "Disbursement Request") are true, correct and complete to the best of its knowledge;
(2) the Construction Consultant has received copies of bills, paid invoices, invoices, payroll records or other evidence to its satisfaction supporting each item of the Hard Costs covered by the Disbursement Request and satisfactory lien releases and waivers from the Contractor and subcontractors for the work for which funds are requested (which may be subject to receipt of payment of the funds requested);
(3) the Construction Consultant has received satisfactory proof of compliance of all requirements and procedures required under Section 3.2 of the Disbursement Agreement; and
(4) the undersigned hereby approves the Disbursement Request.
NEWBANKS & COMPANY, INC.
By: Name: Title:

ATTACHMENT C

CERTIFICATE OF ARCHITECT

[Required for Disbursement Requests for Hard Costs]

Approved by Architect
The day of, 20
The undersigned, as Architect, hereby certifies that, subject to such qualifications and limitations as are set forth in various provisions of the Architect's Contract, including without limitation Sections and, to the best of its knowledge, based upon and to the extent of the duty of care standards in the Architects' Contracts and on such site visits and evaluation of the work as are required under the Architects' Contracts and the data comprising the Contractor's Application for Payment:
(1) the Contractor's Application for Payment contained in attached Forms G702 and G703 executed by the Architect and the Contractor to be included in Disbursement Request No (the "Disbursement Request") is recommended for payment;
(2) the obligations on account of which payment is to be made were properly incurred and the amount requested is due and unpaid to the Contractor;
(3) the Contractor's Work has progressed as indicated in the Contractor's Application for Payment;
(4) the quality of the Contractor's Work is in accordance with the Contract Documents;
(5) the Contractor is entitled to payment of the amount certified;
(6) as of this date, Architect is not aware of any material impediments presenting a threat to the completion of the Construction at the costs contemplated in the Itemized Statement; and
(7) as of this date, Architect is not aware of any denials or expected denials of approvals, licenses and permits required for the construction, completion and intended use of the Project.
BATSON ASSOCIATES, INC.
By: Name: Title:

ATTACHMENT D

CERTIFICATE OF MANAGER RE: SOFT COSTS

[Required for Disbursement Requests for Soft Costs]

The undersigned, as Manager, certifies to the Bond Trustee that:

- (1) the statements made in this request (the "Disbursement Request") are true, complete and accurate;
- (2) Manager has received copies of the receipted bills, paid invoices, payroll records or other evidence to its satisfaction supporting each item of Soft Costs covered by the Disbursement Request;
- (3) the Disbursement Request has not been the basis of a prior or contemporaneous Disbursement Request and no item(s) for which payment is requested has (have) been the basis for any prior disbursement from the Construction Fund; and
- (4) the undersigned hereby approves the Disbursement Request.

COLLINS PROJECT MANAGEMENT, INC.

By:		
Name:		
Title:		

EXHIBIT B

PROJECT BUDGET

(See Attached)

GMP Project Cost Recap



Presbyterian Homes Siltework - Independent Living Apartments - Village Center Occober 31, 2016

	August 29, 2018 UPDATED ESTIMATES	OCTOBER 18, 2018 CLIRRENT GMP ESTIMATE	OCTOBER 21 2018 CURRENT GREP ESTIMATE	
Stewark	00 f 61.725 id	\$5,514,50,100	\$8,902,800,00	
IL Apertments	\$25.401,410.00	🖼 ६७०, ५४० ००	\$25,1214758.00	
Williage Comber	directory ind	\$20,957,771,00	\$41,520,892.00	
Letter of Intent (LCI)		\$4,679,990,00		
Total Project Cost	273,025,01000	\$75,285,328.00	\$75,16 1,257.00	

00010,000,010 Total Project Cost \$75,101,25700 Variance (Over/Under) \$624,353.00

R.W. Allen, LLC

10010016





Presbyterian Village- Athens Village Center Wednesday, October 31, 2018

		The state of the s
	WORK DIVISION	TOTAL
1	LUMP SUM GENERAL CONDITIONS	\$1,546,113.00
2	SITE WORK	
3	CONCRETE	\$5,693,155.00
4	MASONRY	\$2,126,954.00
5	METALS	\$2,312,840.00
6	WOOD & PLASTICS	\$1,573,193.00
7	THERMAL & MOISTURE	21,707,810.00
8	DOORS & WINDOWS	\$2,403,463.00
9	FINISHES	00.712,704,82
10	SPECIALTIES	\$594,023.00
11	EQUIPMENT	\$719,104.00
12	FURNISHINGS	
13	SPECIAL CONSTRUCTION	\$476,063.00
14	CONVEYING SYSTEMS	00.370,635
15	MECHANICAL SYSTEMS	\$7,847,681.00
16	ELECTRICAL	13,624,884.00
17	LOI Work Through November	00.699,571,1\$
_	CATEGORY TOTALS:	\$38,578,069.00



Building Permits & Fees	235,191.00
Insurance	25,357.00
Associated Fees	10,891.00
Project Contingency	753,470.00
TOTAL COST OF WORK:	39,602,978.00
R.W. Allen Fee	1,287,097.00
Performance & Payment Bond	233,624.00

GRAND TOTAL 41,123,699.00

R.W. Alten Construction, LLC

10/31/2018

Presbyterian Village Athens Estimate \$13 Village Carrier - 10-31-18 GMP Estimate - Rev to Incl Carrying Cost, LOI Name & VE Thru 11/30

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521	FIRE EXTENSIONEES THE Enterpolyter/Constant POST (XXT Indicating Ed)	arak E	36.26.45.4	7.62	43K 19444	5.798 1,798		he agend	50		1 43F.
hot.	PARTITIONS 10 Notice Party Party in America Friding Stream made (**COC)**COCO TROOL (PARTY TORS)	12% B	К.	9.	35		13,74,78° H1,36,78°	17.642 Mexico 41.070 print larger	\$ 1 	4)	(045 1 (0) 1 (0)
201	DESMITLE TRACH TO CAREA COMPT & Truck COMPTAIN WARM	120 % (6	14 Dt 6/	11.77.3	à sti	0	ff at AJ	-15.75% Ass provided 40.75%	24		1423
-	Saigly mg Thin 23 minut Bots, while	S.Mar D	124	٥	Q 16-	ь	お出げっぴ	1 CD Age Assessed	5 0		(#PA
.011	TOLET ACCESSORS : TOLET ACCESSORS:	74 K: 64	10'	s	46 90		131.781 SA	17:450 Az Jranen 17:46	(*)		- TEA
131	SIGNLE PROTECTION 30 Wall Protected Photology	3.58 M U	46.0	25.00	似即 AF	100,763		MAY		- 60	
200	Stell Prescriet Desert Search Well Prescriet Steach	- E E	t. 14t Aus	1 816 P	AS 13 AS pub. B3 46 70pms	25,692 36,891		Brick With		2 M	-
_	MALL PROTECTION	7m.20: 20	(12.5	\$1,947 36,848	4411 63	ET.800		Ria 1		f &	7
	Specialtims			14.434		231.04		204, f05		* 554,	622
RN .	Equipment										
*11	PROJECTION ACREE WE NO PROJECTION SCREEKS	146 64	ANU 4A	- 11 H	5 eV		BEES M SA	San Manuel	11 201	- 1	126
541	SOCK EQUIPMENT SOCK STATEMENT SOCK STATEMENT	4.0%	10	4	3 50	9	R23 4A	EE CH Dad	10		44 44
404	FORD BERVICE COMPRENT										
-	N: Fore Senten Spreamer House Fund Strate Stock State 170:08 SESSECT SQUARMENT	140 cB BAC Pal			18		SELECTION AND AND AND AND AND AND AND AND AND AN	11 Ed Harvell 11 Ed Harvell 14 Eg Harvell		- 11	603 603
	Equipment			#1				716,043	•	6 719	164
804	Special Construction										
861	SPECIAL CONTINUETRAL III Service plant Compa, & Dank & Aurorga All Rems & Sans Submerted Pad Sant	田(北 が (A性出 体	1				14.25.4F	Mata Resident		- 27	421 MA
Ξ	Part Sant SE SE Part Emerica SPECIAL CONSTRUCTORS	8.60 Po 146. LB					10° AND EL AND 30° 700 ALS	Time Government of the Colors		7.	Jec Roa
	Special Construction			•		•		476,063	•	o mu	W1
1.000	Consuplny Spinister										
204	EA.Com. HOURS									14	
19441	Country Description	49.64 TE)				5.76.62 64 48 77 8 64	STATE Course		25 485	77

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ken	Description	Takeoff Oby		Unit Cost	Amesind	Line Cast	A	Unit Cost	Amount	Nime	Amount	Arrested	-
14.300	ELEVATOR 3	186						4 804 95 43					
1044	LOS Elevation Strop Descripe Flow 15-14 Bill Descrip	2.00						\$1.427 ab 65	38 1 437 i				E4.442
1941	OLF WATCHES		.,					more &	304 704				360,00
	Coverying Systems								301,076			•	203.679
11.000	Mechanical												
1.300	FAR PROTECTION - AURO OUT												
	Day Production:	16.464	164					207.756	Sen. and	Care of	9.	1 99	740,000
_	Pine Property Born) Dis Departy	(A)						47, 68 Sept 4	9 760 143 (807)	Corney			4,70
-	DATE PROFESSION - BURCONT	-1.88							76E 48		-		TOL 40
11.004	PLUMBING - MERCONTRACT	form:						2007.00 %	32% E2	t a			Si ac ()
-	Parting Book	ADI	Po					1,736,307 St #U	22 400	Gel	2		(12.12
	LO Pareing Shop Browner They for It	-4 90						B Ted 25 A.D.	(d. 7 art)		4		
_	VS 407 Process CPVC in Lance Copputs On Departs	+1.hc -0.4c	1.0					136 380 NO 3.5 146 NRG RO 1.5	(135,360)		- 8	-	21/20 2000
	LO Underson Pharties Tree \$100	-1.60						27- Mar 10 14	GP 6 2497)		- 2	3 3	(1576,4600 (276 time)
	PLEMENG - BARCONTRACT		_						1312 64	30			1,242,940
d and	MVAE - SUSCONTRACT	作品	4F					20.004.45	4 intare	fenu	20		8.15.86
_	Plantage broad	1.60	Gad					SAF GIA	1	-	+	1 4	- 1 - 1
***	Aug à Chiffe Head	114	E-k					al M. Jacon	1	-	- 5		!
=	MAC Boot	634	the					CHILDREN PO	A-800	Seed.	2		6 mi
_	Digities (remed									Steen.			4
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	District	4.86						W 100 M	Call 700 and		-		1-2 (Ma) 7-94 (Ma)
_	HURC - BARCONTRACT	7,200						_,	\$,000,003				4,000
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14.000	Electrical												
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	Guestral	IPA HAS BU						2 M 42	3.84 - 465	E2 61	50		T.65-,465
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	hinem & Carperent State upo Shelden Best	1.86	EG PHI					4 8: 43		CS			84427
441	Shadden Balle All office (against Facilities Conf. Bargaint-on	0.01 6.01						12의 국무 주네 2012년 전 주C7	81.67 80.80		2	1 1	B. 60
190	St Chief	-1 (8)						46 And 46 4.6	r\$3.0mg		7		(6,80)
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	Exectorical					0.	•		3,824,884			•	2,624,884
17,000	Other												
7.414	AS INSTITUTE												

	En him

Description	Armen	Yetak	Parter	Cost Brown	Cost per Unit		Persons of Feder
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hippower page	274 45				14,386		460
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Coppe will	16. 173				100	SEE.	2.65%
Q#w	262 854				1.5%	AF.	0.71%
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Fire C C. Excepte:	1 and			4	E 667		hises.
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Contracto I Continues:	353.470		340 6	r	460	154	113
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LAS from Property State	# 4E-E-4						2 = 1
	11/1,992	Dit Helvilla ne			254.06		14
(American	1.00 APT	er em e/S		8.5	271.07	18.5	1.9
Terbinery & Panen Berd	20.474				1.853		GEN
				375	-		
Total		41,123,699			220.484	185	



Value Engineering List Presbyterian Village

Apartments & Village Center Watkinsville, GA October 31, 2018

Crean Highlight = Approved and Incorporated into Final Revised GMP dated 10-11-18
White = Pending Approved / Will be Incorporated in to Project PCO Log for Tracking
Gray = 8 y Owner
Red Highlight - DENED
Orang = Highlight - incorporated in Base Brd & Final Revised GMP dated 10-18-18

	Orange Highlight - Incorporated in Base Bird & Final Revised GMP dated 10-18-18			
item #			V.E. Item Values	Accepted Alt. Amounts
1	htstall binder course over eatire road infrastructure.	PCO 1	\$ 304,691,50	\$0,00
2	CODEREQID LANDSCAPING IS INCLUDE	D / ALL SPE	CIALIZED .	\$0.00
40.4	LANDSCAPING IS IN DESIGN & WILL BE ADDE	ESSED AT A	ĘUTURE TIK	¶[\$0.00
4	man Pickirbal courts. (2.04)	PCO 2	\$ 47,976.96	\$0.00
5	Instal® Croquet court. (2.04)	PCO 3	\$ 77,504.36	\$2.00
6	install purting green & chiquing area (2.04)	PCO 4	\$ 28,975.00	\$3.00
7	install baset (puntain (2.04)	PCO 5	\$ 19,500,00	\$0.00
	histor's and Irap. [2 [18]	PCO 6	5 3,970.00	\$0,00
9	hsb(3)feepis 42 D4	PCO 7		\$0.00
100		PCO 8	\$ 25,000.05	\$0.00
10	Installarbors A', B', & C', Q.04)	PCO 9	\$ 25,000.00	\$0.00
11	Add benches, (lotal of 15, price is per each) (2.04)		00.02E 2	CANADA SAN SAN SAN SAN SAN SAN SAN SAN SAN SA
12	Delete chairs (cotal of 14, price is per each)(2.04)		5 1690.001	14 (59,100.00
13	Provide concrete sidewalk in limit of artificated payers. [2.04] Revise Appriment construction to wood framing in lieu of corrent construction. (Incorp.)	abstarl late nor have	5 (64,231,23)	\$0.00
14	or oppose for the April (ment) (2.05) Reduce covered parking train 100 to 46 portions spaces by eleminating podeum school N		\$ \$2,070,635.001	\$0.00°
15	and converting to dat-on-grade (Incorporated into lase proposal) (2.02)		5 12 226 928 001	\$0.00
16	Add additional pedium slob to create an additional (2) parking spaces, (III) golf cart apa VC becoment.		\$ 465,600.00	\$0.00
217	Elemente green roof at loading dock (all each treat as) and observing the dust be in opposite and known a strategy at contrast (3.05).	tel and earbare	\$ (218.00)	\$0.00
19	Utilize post tensioned contracts elevated stabs in the parting garage padium dab and the	e Village Conter	\$ (721,992.00)	\$0.00
PARTY WITH STREET			STATE OF THE PARTY.	\$0.00
,,	Delete 10" date to 1 perfect 110" a winter seed has a st description		S (22.3 m (0))	\$3.00
COLUMN SE	INCIDENT AND RECORDS TAY WINDOWS MADE BY MORE LEGISLE.		3 122,3 30,001	
19 20 22	Incursive (Incorporated into our base proposal for the project (Q.D.T.) Provide a Cherolica brick selection to muliid: the specified brick. Delete 1/2" gless mail order 3 1/2" nadable roof base at Apartments.		\$ (20,2\$3,00) \$ (20,2\$3,00) \$ (22,3\$0,00)	s
27	A paried fire protection for the Apartment stace wave. Dewnare Central Georgy Plant Infrastructure (chillers, bolders, etc.) due to a krenation of	filliumi apartment	\$ 166,404.R1	\$0.00
28	building (2.01)	rijaoj ent apartment	5 (40,000,00)	\$0.00
ALE	Richido Alteinative VI. Egiting package in Sieu of Specified (Initial Savings = \$215,295)	PCO 9	\$	\$0,00
31.8	If on the Alternative VI Jensing package in Lieu of Specified (Initial Savings = \$170,968)	PCO 10	\$ -	\$0,00
32	Provide more landscape lighting in lieu of bolland and pole site lighting		\$ 1100,000.001	\$0.00
-11	Arduce generator size due to resulting power.		5 175,600,000	\$0.00
	是 有大型 医神经管 医二种 医神经性 医二种		公司等心动器	\$2 00
14	Reduce length of returning wall at the West end of South wing of Aportments		5 [40,000.00]	



Value Engineering List Presbyterian Village

Apartments & Village Center Watkinsville, GA October 31, 2018

Grasn Highlight * Approved and incorporated into Final Revised GMP dated 10-16-18
White * Pending Approval / Willibe Incorporated into Project PCO Log for Tracking
Gray * 8 y Ownor
Browning Mr. DENIED

Red Highlight - DENED Orange Highlight - Incorp realed in Base Bid & Final Revised GMP dated 10-18-18 V.E. Item Accepted Alt. Itom # Amounts Values (\$72,000.00) 35 this Aquatherm pions in but specified going on the Village Center. (\$41,922.00) Eliminate roof drain cleanouts at leader line connections and only bave disanguts at bends in the main li (41,922 00 36 (\$130,200.00) netalf CPVC water lines above grade in fieu of copper in the Village Cente (\$121,550.00) (121.55).00 nstall CPVC water lines above grade in liqu of copper in the Aparlments \$0.00 130,000.00 19 PCO 11 \$0.00 Provide Loytec Controls Package in Lieu of ALC controls. [Village Center] ana PCO 12 \$0.00 \$0.00 1101,291.00 41 (\$11,664.00) (\$18,425.00) 428 wide Mage: Aquade Imile in Sou of Schlider Data at Village Center (\$104,000,00) (104.003.03 44 Provide CMU walls in parking garage in lieu of concrete \$32,178.40 ovide L* s 6" Wood Base in Lieu of A8-1 Base in the Aperiments as Specified 45 32,178.40 Provide Park City Ozeni Highlands in Lieu of WD-1 (naturned wood) in 1st Floor Lobby & Comidons, Chapel & (\$79.050.00) Aud torum Stage, 2nd Floor Pub & Sillands, 3rd Admin, Corridor (Village Center) (79,050,00 (\$5,115.00) (\$18.837.00) Proxide Data e Portfolio/Nooe 12 x 35 in Lieu of T-10 24 x 24 Tée in Apartments (\$28,117.00) PCO 13 \$0.00 51A 00.050,015) PCO 14 \$0.00 518 PCO 15 \$0.00 SIC PCO 16 \$0.00 (159,762.00 52A PCO 17 \$0.00 52 B PCO 18 \$0.00 52€ \$150,000.00 150,000.00 merete and Retser Escalation @ Village Cente 150,000.00 50,000,00 \$60,000,00 00.000.00 SCA \$44,000,00 44,000.00 (\$85,853.00) or de Wood Doors in Liou of Composite Doors at All Resident Entries in Apartments Only \$4,626.00 58 4.626.00 \$0.00

iditions! Builder's Risk Premium for the Addition of \$1.5M in Soli Custs to the Appriments

1,851,00



Value Engineering List Presbyterian Village

Apartments & Village Center Watkinsville, GA Oxioter 31, 2010

Green Highlight = Approved and Incorp creted into Finel Revised GMP dated 19-19-19
White = Fending Approved / Will be Incorporated into Finelet FCO Log-for Tracking
Gray = By Owner
Red Highlight - DERIELD
Grange Highlight - Incorporated in Base Bid & Final Revised GMP dated 10-18-18

item#			V.E. Item Values		epted AR.
60	Add tonal Rock Removal from Beneath Apartments to Elev. 757331	s	137,468,00	1	\$132,468.00
61	Pool Escalation at VIII age Center	5	36,700.00		\$36,700.00
62	Post Bid Addendum 10/9/18 with Dectrical Adds for Apartments (smoke detector, breakers, & GFI outlets)	5	15,201.60	1	\$15,201.60
		5	9		30.00
		5	14		\$0.00

GRAND TOTAL ESTIMATED BUILDING COST REDUCTION ACCEPTED									
Contractor's Original Estimate	100	\$	12.00	75,855,610.00					
Estimated Alternates/Cost Reductions Accepted	The second second		530	(\$203,659.00)					

PRESBYTERIAN VILLAGE - VILLAGE CENTER BUILDING #100: DRAWING AND SPECIFICATION LOG

Number	Description	Date	Revision
3940 2340 2	Volume I		國納
CD-T100.1	TITLE SHEET - VOLUME 1	6/1/2017	
CD-T101	INDEX OF DRAWINGS	6/15/2018	
CD-LS100	LIFE SAFETY - BASEMENT PLAN	6/15/2018	
CD-LS101	LIFE SAFETY - FIRST FLOOR PLAN	6/15/2018	
CD-LS102	LIFE SAFETY - SECOND FLOOR PLAN	6/15/2018	1
CD-L5103	LIFE SAFETY - THIRD FLOOR PLAN	6/1/2017	
CD-LS104	LIFE SAFETY - MECHANICAL ATTIC	6/1/2017	0
CD-5001	GENERAL NOTES & DESIGN CRITERIA	6/11/2018	3
CD-\$100.0	OVERALL BASEMENT LEVEL	6/11/2018	
CD-S100.1	BASEMENT LEVEL - ENLARGED CORE	6/11/2018	
CD-S100.3	BASEMENT LEVEL - ENLARGED SKILLED NURSING SOUTH	6/11/2018	3
CD-S100.4	BASEMENT LEVEL - ENLARGED PUB & BILLARDS/CONNECTOR	6/11/2018	3
CD-S100.5	BASEMENT LEVEL - PHYSICAL THERAPY	6/11/2018	3
CD-S100.6	ENLARGED MECHANICAL YARD	6/11/2018	3
CD-5101.0	OVERALL FIRST FLOOR	6/11/2018	3
CD-S101.1	FIRST FLOOR - ENLARGED CORE	10/19/2008	4
CD-S101.2	FIRST FLOOR - ENLARGED SKILLED NURSING NORTH	6/11/2018	3
CD-5101.3	FIRST FLOOR - ENLARGED SKILLED NURSING SOUTH	10/19/2018	
CD-5101.4	FIRST FLOOR - ENLARGED PUB & BILLARDS/CONNECTOR	10/19/2018	4
CD-S101.5	FIRST FLOOR - ENLARGED PHYSICAL THERAPY	10/19/2018	
CD-5101.6	PORTE COCHERE PLANS	6/11/2018	3
CD-S102.0	OVERALL SECOND FLOOR	6/11/2018	3
CD-S102.1	SECOND FLOOR - ENLARGED CORE	10/19/2018	4
CD-5102.2	SECOND FLOOR - ENLARGED SKILLED NURSING NORTH	10/19/2018	4
CD-S102.3	SECOND FLOOR - ENLARGED SKILLED NURSING SOUTH	10/19/2018	4
CD-5102.4	SECOND FLOOR - ENLARGED PUB & BILLARDSCONNECTOR	10/19/2018	4
CD-S102.5	SECOND FLOOR - ENLARGED PHYSICAL THERAPU	10/19/2018	4
CD-S103.0	OVERALL THRID FLOOR	6/11/2018	3
CD-S103.1	THIRD FLOOR - ENLARGED CORE	10/19/2018	4
CD-S103.2	THIRD FLOOR - ENLARGED SKILLED NURSING NORTH	10/19/2018	4
CD-S103.3	THIRD FLOOR - ENLARGED SKILLED NURSING SOUTH	10/19/2018	4
CD-5103.4	ROOF FRAMING - ENLARGED PUB & BILLARDS/CONNECTOR	6/11/2018	3
CD-\$103.5	ROOF FRAMING - ENLARGED PHYSICAL THERAPY	6/11/2018	3
CD-S104.0	OVERALL MECHANICAL ATTIC	6/11/2018	3
CD-S105.0	OVERALL ROOF PLAN	6/11/2018	3
CD-5105.1	ROOF FRAMING - ENLARGED CORE	6/11/2018	
CD-5105.2	ROOF FRAMING - ENLARGED SKILLED NURSING NORTH	6/11/2018	3
CD-S105.3	ROOF FRAMING - ENLARGED SKILLED NURSING SOUTH	6/11/2018	3
CD-5205.5	SECTIONS & DETAILS	6/11/2018	
CD-5302	SECTIONS & DETAILS	6/11/2018	
CD-5303	SECTIONS & DETAILS	6/11/2018	3
CD-5304	SECTIONS & DETAILS	10/19/2018	4
CD-5306	CONCRETE DETAILS	10/19/2018	4
CD-5308	SECTIONS & DETAILS	10/19/2018	
CD-5309 CD-5400	SECTIONS & DETAILS	6/11/2018	3

Number	Description	Date	Revision
CD-SS00	SECTIONS & DETAILS	6/11/2018	3
CD-SS01	SECTIONS & DETAILS	6/11/2018	3
CD-5502	COOLING TOWER DETAILS	6/11/2018	3
CD-S503	SECTIONS & DETAILS	6/11/2018	3
CD-A001	ROOF PLAN	6/15/2018	1
CD-A002	ROOF PLAN	6/15/2018	1
CD-A100	FLOOR PLAN NOTES	6/1/2017	0
CD-A100.1	BASEMENT PLAN	6/15/2018	1
CD-A100.1.1	PARTIAL BASEMENT PLAN	6/1/2017	O
CD-A100.2	PARTIAL BASEMENT PLAN	6/1/2017	D
CD-A100.2.1	PARTIAL BASEMENT FLOOR DIMENSION PLAN	6/1/2017	0
CD-A100.3	NOT USED	NA	NA
CD-A100.4	PARTIAL BASEMENT PLAN	6/15/2018	1
CD-A100.4.1	PARTIAL BASEMENT FLOOR DIMENSION PLAN	6/15/2018	1
CD-A101.0	FIRST FLOOR PLAN	6/15/2018	2
CD-A101.1	PARTIAL FIRST FLOOR PLAN	6/15/2018	1
CD-A101.1.1	PARTIAL FIRST FLOOR DIMENSION PLAN	6/15/2018	1
CD-A101.2	PARTIAL FIRST FLOOR PLAN	1/26/2018	1
CD-A101.2.1	PARTIAL FIRST FLOOR DIMENSION PLAN	6/1/2017	0
CD-A101.3	PARTIAL FIRST FLOOR PLAN	1/26/2018	1
CD-A101.3.1	PARTIAL FIRST FLOOR DIMENSION PLAN	6/1/2017	0
CD-A101.4	PARTIAL FIRST FLOOR PLAN	6/15/2018	1
CD-A101.4.1	PARTIAL FIRST FLOOR DIMENSION PLAN	6/15/2018	1
CD-A102.0	SECOND FLOOR PLAN	6/15/2018	2
CD-A102.1	PARTIAL SECOND FLOOR PLAN	6/15/2018	2
CD-A102.1.1	PARTIAL SECOND FLOOR DIMENSION PLAN	6/15/2018	1
CD-A102.2	PARTIAL SECOND FLOOR PLAN	1/26/2018	1
CD-A102.2.1	PARTIAL SECOND FLOOR DIMENSION PLAN	6/1/2017	D
CD-A102.3	PARTIAL SECOND FLOOR PLAN	1/26/2018	1
CD-A102.3.1	PARTIAL SECOND FLOOR DIMENSION PLAN	6/1/2018	0
CD-A102.4	PARTIAL SECOND FLOOR PLAN	6/15/2018	1
CD-A102.4.1	PARTIAL SECOND FLOOR DIMENSION PLAN	6/15/2018	1
CD-A103.0	THIRD FLOOR PLAN	1/26/2018	1
CD-A103.1	PARTIAL THIRD FLOOR PLAN	1/26/2018	1
CD-A103.1.1	PARTIAL THIRD FLOOR DIMENSION PLAN	6/1/2017	0
CD-A103.2	PARTIAL THIRD FLOOR PLAN	6/1/2017	0
CD-A103.2.1	PARTIAL THIRD FLOOR DIMENSION PLAN	6/1/2017	0
CD-A103.3	PARTIAL THIRD FLOOR PLAN	5/1/2017	D
CD-A103.3.1	PARTIAL THIRD FLOOR DIMENSION PLAN	6/1/2017	D
CD-A104.0	MECHANICAL ATTIC PLAN	6/1/2017	0
CD-A104.1	PARTIAL MECHANICAL ATTIC PLAN	6/1/2017	0
CD-A104.2	PARTIAL MECHANICAL ATTIC PLAN	6/1/2017	0
CD-A104.3	PARTIAL MECHANICAL ATTIC PLAN	6/1/2017	Ó
CD-A201	BUILDING ELEVATIONS	6/1/2017	0
CD-A202	BUILDING ELEVATIONS	6/1/2017	0
CD-A203	BUILDING ELEVATIONS	6/15/2018	1

Number	Description	Date	Revision
CD-A204	BUILDING ELEVATIONS & DETAILS	6/1/2017	0
CD-A205	BUILDING ELEVATIONS & DETAILS	6/1/2017	0
CD-A301	BUILDING SECTIONS	6/15/2018	1
CD-A302	BUILDING SECTIONS	6/15/2018	1
CD-A303	WALL SECTIONS	6/1/2017	a
CD-A304	WALL SECTIONS	6/1/2017	0
CD-A305	WALL SECTIONS	6/1/2017	0
CD-A306	WALL SECTIONS	6/1/2017	0
CD-A307	WALL SECTIONS	6/1/2017	0
CD-A308	WALL SECTIONS	6/1/2017	0
CD-A309	WALL SECTIONS	6/15/2018	1
CD-A310	WALL DETAILS	6/1/2017	0
CD-A311	WALL DETAILS	6/1/2017	0
CD-A312	WALL DETAILS	6/1/2017	0
CD-A313	WALL DETAILS	6/1/2017	0
CD-A314	WALL DETAILS	6/15/2018	1
CD-A315	WALL DETAILS	6/15/2018	1
CD-A316	WALL DETAILS	6/1/2017	0
CD-A317	WALL DETAILS	10/5/2018	1
CD-A318	WALL DETAILS	6/1/2017	0
CD-A319	WALL DETAILS	6/15/2018	1
CD-A320	PLAN DETAILS	6/1/2017	0
CD-A321	PLAN DETAILS	6/1/2017	0
CD-A322	PLAN DETAILS	6/15/2018	1
CD-A323	PLAN DETAILS	6/1/2017	0
CD-A401	ENLARGED FLOOR PLANS	6/1/2017	0
CD-A402	ENLARGED FLOOR PLANS	6/1/2017	0
CD-A403	BASEMENT & FIRST FLOOR INTERIOR ELEVATIONS	6/1/2017	0
CD-A404	FIRST FLOOR INTERIOR ELEVATIONS	6/15/2018	1
CD-A405	FIRST FLOOR INTERIOR ELEVATIONS	6/1/2017	0
CD-A406	FIRST FLOOR INTERIOR ELEVATIONS	6/1/2017	0
CD-A407	FIRST FLOOR INTERIOR ELEVATIONS	6/1/2017	0
CD-A408	SECOND FLOOR INTERIOR ELEVATIONS	6/1/2017	0
CD-A409	SECOND FLOOR INTERIOR ELEVATIONS	6/1/2017	0
CD-A410	THIRD FLOOR INTERIOR ELEVATIONS	6/1/2017	0
CD-A411	INTERIOR ELEVATION NOTES & CASEWORK SECTIONS	6/1/2017	0
CD-A412	INTERIOR ELEVATION NOTES & CASEWORK SECTIONS	6/1/2017	
CD-A420	ENLARGED TOILET PLANS	6/15/2018	1
CD-A500	DOOR AND FRAME SCHEDULE - BASEMENT AND FIRST FLOOR	6/1/2017	O
CD-A501	DOOR AND FRAME SCHEDULE - FIRST FLOOR	6/1/2017	
CD-A502	DOOR AND FRAME SCHEDULE - SECOND FLOOR	6/1/2017	
CD-A503	DOOR AND FINISH SCHEDULE - THIRD FLOOR	1/25/2018	
CD-A504	DOOR AND FRAME SCHEDULE - THIRD FLOOR AND MECHANICAL	6/1/2017	
CD-A505	WINDOW SCHEDULE	6/1/2017	
CD-A601	VERTICAL CIRCULATION	6/1/2017	
CD-A602	VERTICAL CIRCULATION	6/15/2018	

Number	Description	Date	Revision
CD-A603	VERTICAL CIRCULATION	6/1/2017	0
CD-A700.0	BASEMENT CEILING PLAN	6/15/2018	1
CD-A701.0	FIRST FLOOR CEILING PLAN	6/15/2018	
CD-A701.1	PARTIAL FIRST FLOOR CEILING PLAN	6/1/2017	
CD-A701.2	PARTIAL FIRST FLOOR CEILING PLAN	6/1/2017	
CD-A701.3	PARTIAL FIRST FLOOR CEILING PLAN	6/1/2017	0
CD-A701.4	PARTIAL FIRST FLOOR CEILING PLAN	6/15/2018	1
CD-A702.0	SECOND FLOOR CEILING PLAN	6/15/2018	1
CD-A702.1	PARTIAL SECOND FLOOR CEILING FAN	6/1/2017	0
CD-A702.2	PARTIAL SECOND FLOOR CEILING FAN	6/1/2017	0
CD-A702.3	PARTIAL SECOND FLOOR CEILING FAN	6/1/2017	0
CD-A702.4	PARTIAL SECOND PLOOR CEILING FAN	6/15/2018	1
CD-A703.0	THIRD FLOOR CEILING PLAN	6/1/2017	0
CD-A703.1	PARTIAL THIRD FLOOR CEILING PLAN	6/1/2017	0
CD-A703.2	PARTIAL THIRD FLOOR CEILING PLAN	6/1/2017	0
CD-A703.3	PARTIAL THIRD FLOOR CEILING PLAN	6/1/2017	0
CD-A710	PARTIAL THIRD FLOOR CEILING PLAN	6/1/2017	0
Self-Williams	VOLUME II	PERMIT	到到最后
CD-T100.2	TITLE SHEET - VOLUME II	6/1/2017	0
CD-T102	INDEX OF DRAWINGS	6/1/2017	0
CD-ID100.1	BASEMENT - FLOOR PLAN	6/1/2017	0
CD-ID100.2	LEVEL 1 - FLOOR PLAN	6/1/2017	0
CD-ID100.3	LEVEL 2 - FLOOR PLAN	6/1/2017	0
CD-ID100.4	LEVEL 3 - FLOOR PLAN	6/1/2017	0
CD-ID101.1	BASEMENT - FLOOR PATTERN PLAN	6/1/2017	0
CD-ID101.2	LEVEL 1 - FLOOR PATTERN PLAN	6/1/2017	Q
CD-ID101.3	LEVEL 2 - FLOOR PATTERN PLAN	6/1/2017	0
CD-ID101.4	LEVEL 3 - FLOOR PATTERN PLAN	6/1/2017	0
CD-ID102.1	BASEMENT - PAINT PLAN	6/1/2017	0
CD-ID102.2	LEVEL 1 - PAINT PLAN	6/1/2017	0
CD-ID102.3	LEVEL 2 - PAINT PLAN	2/28/2017	0
CD-ID102.4	LEVEL 3 - PAINT PLAN	6/1/2017	0
CD-ID103.1	WALL PROTECTION PLAN - BASEMENT	6/1/2017	0
CD-ID103.2	WALL PROTECTION - LEVEL 1	6/1/2017	σ
CD-ID103.3	WALL PROTECTION - LEVEL 2	6/1/2017	0
CD-ID103.4	WALL PROTECTION PLAN - LEVEL 3	6/1/2017	0
CD-ID103.5	WALL PROTECTION DETAILS	6/1/2017	
CD-ID104.1	FINISH SELECTIONS (PART ONE)	6/1/2017	
CD-ID104.2	FINISH SELECTIONS (PART TWO)	6/1/2017	
CD-ID104.3	BASEMENT - FINISH SCHEDULE	6/1/2017	
CD-ID104.4	LEVEL 1 - FINISH SCHEDULE PART ONE	6/1/2017	
CD-ID104.5	LEVEL 1 - FINISH SCHEDULE PART TWO	6/1/2017	0
CD-ID104.6	LEVEL 2 - FINISH SCHEDULE PART ONE	6/1/2017	0
CD-ID104.7	LEVEL 2 - FINISH SCHEDULE PART TWO	6/1/2017	
CD-ID104.8	LEVEL 3 - FINISH SCHEDULE PART ONE	6/1/2017	
CD-ID104.9	LEVEL 3 - FINISH SCHEDULE PART TWO	6/1/2017	0

Number	Description	Date	Revision
CD-ID105.1	INTERIOR MILLWORK ELEVATIONS	6/1/2017	0
CD-ID105.2	INTERIOR MILLWORK ELEVATIONS	6/1/2017	0
CD-ID105.3	INTERIOR MILLWORK ELEVATIONS	6/1/2017	0
CD-ID105.4	INTERIOR MILLWORK ELEVATIONS	6/1/2017	0
CD-ID105.5	DOOR, WINDOW & CASEWORK TRIM PACKAGE	6/1/2017	0
CD-P000.0	PLUMBING GENERAL NOTES, LEGEND AND DETAILS	6/1/2017	0
CD-P000.1	FIRE PROTECTION GENERAL NOTES & DETAILS	6/1/2017	0
CD-P000.2	PLUMBING SCHEDULES	5/15/2018	3
CD-P000.3	PLUMBING DETAILS	6/1/2017	0
CD-P000.4	PLUMBING DETAILS	6/1/2017	0
CD-P000.10	DOMESTIC WATER SCHEMATIC	6/1/2017	0
CD-P000.11	HOT WATER SCHEMATIC	6/1/2017	0
CD-P100.0	OVERALL BASEMENT PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P100.1	PARTIAL BASEMENT FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P100.2	PARTIAL BASEMENT FLOOR PLAN - DOMESTIC WATER	6/1/2017	0
CD-P100.3	NOT USED	NA	NA
CD-P100.4	PARTIAL BASEMENT FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P101.0	OVERALL FIRST FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P101.1	PARTIAL FIRST FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P101.2	PARTIAL FIRST FLOOR PLAN - DOMESTIC WATER	12/15/2017	1
CD-P101.3	PARTIAL FIRST FLOOR PLAN - DOMESTIC WATER	12/15/2017	1
CD-P101.4	PARTIAL FIRST FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P102.0	OVERALL SECOND FLOOR - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P102.1	PARTIAL SECOND FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P102.2	PARTIAL SECOND FLOOR PLAN - DOMESTIC WATER	12/15/2017	1
CD-P102.3	PARTIAL SECOND FLOOR PLAN - DOMESTIC WATER	12/15/2017	1
CD-P102.4	PARTIAL SECOND FLOOR PLAN - DOMESTIC WATER	6/1/2017	0
CO-P103.0	OVERALL THIRD FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P103.1	PARTIAL THIRD FLOOR PLAN - DOMESTIC WATER AND NATURAL GAS	12/15/2017	1
CD-P103.2	PARTIAL THIRD FLOOR PLAN - DOMESTIC WATER	12/15/2017	1
CD-P103.3	PARTIAL THIRD FLOOR PLAN - DOMESTIC WATER	12/15/2017	1
CD-P200.0	OVERALL BASEMENT FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P200.1	PARTIAL BASEMENT FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P200.2	PARTIAL BASEMENT FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P200.3	NOT USED	NA	NA
CD-P200.4	PARTIAL BASEMENT FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P201.0	OVERALL FIRST FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P201.1	PARTIAL FIRST FLOOR PLAN - STORM, SANITARY & VENT	5/1/2017	0
CD-P201.2	PARTIAL FIRST FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	O
CD-P201.3	PARTIAL FIRST FLOOR PLAN - STORM, SANITARY & VENT	12/15/2017	1

Number	Description	Date	Revision
CD-P201.4	PARTIAL FIRST FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P202.0	OVERALL SECOND FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P202.1	PARTIAL SECOND FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P202.2	PARTIAL SECOND FLOOR PLAN - STORM, SANITARY & VENT	12/15/2017	1
CD-P202.3	PARTIAL SECOND FLOOR PLAN - STORM, SANITARY & VENT	12/15/2017	1
CD-P202.4	PARTIAL SECOND FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P203.0	OVERALL THIRD FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P203.1	PARTIAL THIRD FLOOR PLAN - STORM, SANITARY & VENT	12/15/2017	1
CD-P203.2	PARTIAL THIRD FLOOR PLAN - STORM, SANITARY & VENT	12/15/2017	1
CD-P203.3	PARTIAL THIRD FLOOR PLAN - STORM, SANITARY & VENT	12/15/2017	1
CD-P204.0	OVERALL MECHANICAL ATTIC PLAN - STORM, SANITARY & VENT	6/1/2017	0
CD-P300.0	OVERALL BASEMENT FLOOR PLAN - FIRE PROTECTION	6/1/2017	0
CD-P301.0	OVERALL FIRST FLOOR PLAN - FIRE PROTECTION	6/1/2017	0
CD-P302.0	OVERALL SECOND FLOOR PLAN - FIRE PROTECTION	6/1/2017	0
CD-P303.0	OVERALL THIRD FLOOR PLAN - FIRE PROTECTION	6/1/2017	0
CD-P304.0	OVERALL MECHANICAL ATTIC FLOOR PLAN - FIRE PROTECTION	6/1/2017	0
CD-P400.0	TYPICAL SUITE - SANITARY & VENT AND DOMESTIC WATER	6/1/2017	0
CD-P400.1	TYPICAL SUITE - SANITARY & VENT AND DOMESTIC WATER	12/15/2017	1
CD-P400.2	ENLARGED FLOOR PLAN - SANITARY & VENT AND DOMESTIC WATER	12/15/2017	1
CD 1 400.2			
CD-P400.3	ENLARGED FLOOR PLAN - SANITARY & VENT AND DOMESTIC WATER	6/1/2017	0
CD 1 400.3	Electrification and an annual an annual and an annual an annual and an annual an	1 3, 3, 222	
CD-P400.4	ENLARGED FLOOR PLAN - SANITARY & VENT AND DOMESTIC WATER	6/1/2017	0
55 7 450.4			
CD-P400.5	ENLARGED FLOOR PLAN - SANITARY & VENT AND DOMESTIC WATER	6/1/2017	0
CD-P400.6	ENLARGED PLAN - MAIN KITCHEN PLAN - SANITARY & VENT	6/1/2017	0
CD-P400.7	ENLARGED PLAN - MAIN KITCHEN PLAN - DOMESTIC WATER	6/1/2017	0
CD-P500.0	SANITARY & VENT ISOMETRIC VIEWS	6/1/2017	0
CD-P500.2	SANITARY & VENT ISOMETRIC VIEWS	6/1/2017	0
CD-P500.3	SANITARY & VENT ISOMETRIC VIEWS	6/1/2017	0
CD-P500.4	SANITARY & VENT ISOMETRIC VIEWS	6/1/2017	0
CD-P500.5	SANITARY & VENT ISOMETRIC VIEWS	6/1/2017	0
CO-P500.6	SANITARY & VENT ISOMETRIC VIEW	6/1/2017	0
CD-P500.7	SANITARY & VENT ISOMETRIC VIEW	6/1/2017	D
CD-P500.8	SANITARY & VENT ISOMETRIC VIEW	6/1/2017	0
CD-M000.1	MECHANICAL LEGENDS, SCHEDULES, & NOTES	6/1/2017	0
CD-M000.2	MECHANICAL SCHEDULES	5/15/2018	
CD-M000.3	MECHANICAL SCHEDULES	6/1/2017	
CD-M000.4	MECHANICAL SCHEDULES	6/1/2017	0
CD-M000.5	MECHANICAL DETAILS	6/1/2017	0
CD-M000.5	MECHANICAL DETAILS	6/1/2017	0
CD-M000.7	MECHANICAL DETAILS	5/1/2017	0
CD-M000.7	MECHANICAL DETAILS	6/1/2017	0
		6/1/2017	0
CD-M000.10	CHILLED WATER SCHEMATIC HOT WATER SCHEMATIC	6/1/2017	0
CD-M000.11	INDI WATER SCHEMATIC	0/1/201/	

Number	Description	Date	Revision
CD-M100.0	OVERALL BASEMENT PLAN - HVAC	6/1/2017	0
CD-M100.1	PARTIAL BASEMENT PLAN - HVAC	6/1/2017	0
CD-M100.2	PARTIAL BASEMENT PLAN - HVAC	6/1/2017	0
CD-M100.3	NOT USED	NA	INA
CD-M100.4	PARTIAL BASEMENT PLAN - HVAC	6/1/2017	O
CD-M101.0	OVERALL FIRST FLOOR PLAN - HVAC	6/1/2017	O
CD-M101.1	PARTIAL FIRST FLOOR PLAN - HVAC	6/1/2017	0
CD-M101.2	PARTIAL FIRST FLOOR PLAN - HVAC	6/1/2017	0
CD-M101.3	PARTIAL FIRST FLOOR PLAN - HVAC	6/1/2017	0
CD-M101.4	PARTIAL FIRST FLOOR PLAN - HVAC	5/15/2018	3
CD-M102.0	OVERALL SECOND FLOOR PLAN - HVAC	6/1/2017	O
CD-M102.1	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	0
CD-M102.2	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	0
CD-M102.3	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	0
CD-M102.4	PARTIAL SECOND FLOOR PLAN - HVAC	5/15/2018	3
CD-M103.0	OVERALL THIRD FLOOR PLAN - HVAC	6/1/2017	0
CD-M103.1	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	0
CD-M103.2	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	O
CD-M103.3	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	0
CD-M104.0	OVERALL MECHANICAL ATTIC PLAN - HVAC	6/1/2017	G
CD-M104.1	PARTIAL MECHANICAL ATTIC PLAN - HVAC	6/1/2017	0
CD-M104.2	PARTIAL MECHANICAL ATTIC PLAN - HVAC	6/1/2017	0
CD-M104.3	PARTIAL MECHANICAL ATTIC PLAN - HVAC	6/1/2017	0
CD-M105.0	OVERALL ROOF PLAN - HVAC	6/1/2017	0
CD-M200.0	OVERALL BASEMENT PLAN - PIPING	6/1/2017	O
CD-M200.1	PARTIAL BASEMENT PLAN - PIPIING	6/1/2017	0
CD-M200.2	PARTIAL BASEMENT PLAN - PIPIING	6/1/2017	0
CD-M200.3	NOT USED	INA	NA
CD-M200.4	PARTIAL BASEMENT PLAN - PIPIING	6/1/2017	a
CD-M201.0	OVERALL FIRST FLOOR PLAN - PIPING	6/1/2017	O
CD-M201.1	PARTIAL FIRST FLOOR PLAN - PIPING	6/1/2017	0
CD-M201.2	PARTIAL FIRST FLOOR PLAN - PIPING	6/1/2017	0
CD-M201.3	PARTIAL FIRST FLOOR PLAN - PIPING	6/1/2017	0
CD-M201.4	PARTIAL FIRST FLOOR PLAN - PIPING	6/1/2017	0
CD-M202.0	OVERALL SECOND FLOOR PLAN - PIPING	6/1/2017	0
CD-M202.1	PARTIAL SECOND FLOOR PLAN - PIPING	6/1/2017	0
CD-M202.2	PARTIAL SECOND FLOOR PLAN - PIPING	6/1/2017	0
CD-M202.3	PARTIAL SECOND FLOOR PLAN - PIPING	6/1/2017	0
CD-M202.4	PARTIAL SECOND FLOOR PLAN - PIPING	6/1/2017	0
CD-M203.0	OVERALL THIRD FLOOR PLAN - PIPING	6/1/2017	0
CD-M203.1	PARTIAL THIRD FLOOR PLAN - PIPING	6/1/2017	0
CD-M203.2	PARTIAL THIRD FLOOR PLAN - PIPING	6/1/2017	0
CD-M203.3	PARTIAL THIRD FLOOR PLAN - PIPING	6/1/2017	0
CD-M204.0	OVERALL MECHANICAL ATTIC PLAN - PIPING	6/1/2017	0
CD-M204.1	PARTIAL MECHANICAL ATTIC PLAN - PIPING	6/1/2017	0
CD-M204.2	PARTIAL MECHANICAL ATTIC PLAN - PIPING	6/1/2017	0

Number	Description	Date	Revision
CD-M204.3	PARTIAL MECHANICAL ATTIC PLAN - PIPING	6/1/2017	0
CD-M400.0	ENLARGED PLAN - CHILLER & BOILER	6/1/2017	0
CD-M400.1	ENLARGED FLOOR PLAN - KITCHEN - HVAC	6/1/2017	0
	VOLUME III		
CD-T100.3	TITLE SHEET - VOLUME III	6/1/2017	0
CD-T103	INDEX OF DRAWINGS	6/1/2017	0
CD-E000.1	ELECTRICAL LEGEND, NOTES AND SCHEDULES	6/1/2017	0
CD-E000.2	LIGHT FIXTURE SCHEDULE	1/26/2018	2
CD-E000.3	ELECTRICAL DETAILS	2/28/2017	0
CD-E000.4	LIGHTING CONTROLS	6/1/2017	O
CD-E000.5	ELECTRICAL SITE PLAN	2/28/2017	0
CD-E100.0	BASEMENT FLOOR PLAN - ELECTRICAL	6/1/2017	0
CD-E100.1	PARTIAL BASEMENT PLAN - ELECTRICAL	2/8/2018	
CD-E100.2	PARTIAL BASEMENT PLAN - ELECTRICAL	6/1/2018	2
CD-E100.3	NOT USED	NA	NA
CD-E100.4	PARTIAL BASEMENT PLAN - ELECTRICAL	5/15/2018	3
CD-E101.0	FIRST FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E101.1	PARTIAL FIRST FLOOR PLAN - ELECTRICAL	6/1/2017	2
CO-E101.2	PARTIAL FIRST FLOOR PLAN - ELECTRICAL	6/1/2017	2 2 2 2 2 2
CD-E101.3	PARTIAL FIRST FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E101.4	PARTIAL FIRST FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E102.0	SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E102.1	PARTIAL SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E102.2	PARTIAL SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E102.3	PARTIAL SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E102.4	PARTIAL SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E103.0	THIRD FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E103.1	PARTIAL THIRD FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E103.2	PARTIAL THIRD FLOOR PLAN - ELECTRICAL	6/1/2017	
CD-E103.3	PARTIAL THIRD FLOOR PLAN - ELECTRICAL	12/15/2017	1
CD-E104.0	MECHANICAL ATTIC PLAN - ELECTRICAL	6/1/2017	2
CD-E300.0	BASEMENT PLAN - LIGHTING	6/1/2017	0
CD-E300.1	PARTIAL BASEMENT PLAN - LIGHTING	2/8/2018	2
CD-E300.2	NOT USED	NA	NA
CD-E300.3	PARTIAL BASEMENT PLAN - LIGHTING	6/1/2017	
CD-E300.4	PARTIAL BASEMENT PLAN - LIGHTING	6/1/2017	
CD-E301.0	FIRST FLOOR PLAN - LIGHTING	6/1/2017	
CD-E301.1	PARTIAL FIRST FLOOR PLAN - LIGHTING	6/1/2017	
CD-E301.2	PARTIAL FIRST FLOOR PLAN - LIGHTING	6/1/2017	
CD-E301.3	PARTIAL FIRST FLOOR PLAN - LIGHTING	12/15/2017	
CD-E301.4	PARTIAL FIRST FLOOR PLAN - LIGHTING	5/15/2018	
CD-E302.0	SECOND FLOOR PLAN - LIGHTING	6/1/2017	
CD-E302.1	PARTIAL SECOND FLOOR PLAN - LIGHTING	1/26/2018	- 2
CD-E302.2	PARTIAL SECOND FLOOR PLAN - LIGHTING	1/26/2018	
CD-E302.3	PARTIAL SECOND FLOOR PLAN - LIGHTING	6/1/2017	0
CD-E302.4	PARTIAL SECOND FLOOR PLAN - LIGHTING	5/15/2018	3

Number	Description	Date	Revision
CD-E303.0	THIRD FLOOR PLAN - LIGHTING	6/1/2017	0
CD-E303.1	PARTIAL THIRD FLOOR PLAN - LIGHTING	6/1/2017	0
CD-E303.2	PARTIAL THIRD FLOOR PLAN - LIGHTING	12/15/2017	1
CD-E303.3	PARTIAL THIRD FLOOR PLAN - LIGHTING	12/15/2017	1
CD-E304.0	MECHANICAL ATTIC PLAN - LIGHTING	6/1/2017	2
CD-E304.1	PARTIAL MECHANICAL ATTIC PLAN - LIGHTING	6/1/2017	
CD-E304.2	PARTIAL MECHANICAL ATTIC PLAN - LIGHTING	6/1/2017	0
CD-E304.3	PARTIAL MECHANICAL ATTIC PLAN - LIGHTING	6/1/2017	0
CD-E400.0	ENLARGED KITCHEN PLANS - ELECTRICAL	6/1/2017	0
CD-E400.1	ENLARGED KITCHEN PLANS - ELECTRICAL	6/1/2017	0
CD-E400.2	ENLARGED KITCHEN PLANS - ELECTRICAL	6/1/2017	0
CD-E400.3	ENLARGED KITCHEN PLANS - ELECTRICAL	6/1/2017	0
CD-E400.4	ENLARGED FLOOR PLANS	5/1/2017	2
CD-E400.5	ENLARGED POOL FLOOR PLAN - ELECTRICAL	6/1/2017	0
CD-E400.6	ENLARGED FLOOR PLANS	12/15/2017	1
CD-E400.7	ENLARGED FLOOR PLANS	12/15/2017	1
CD-E500.0	ELECTRICAL RISER DIAGRAM - NORMAL POWER	5/15/2018	3
CD-E500.1	ELECTRICAL RISER DIAGRAM - EMERGENCY POWER	5/15/2018	3
CD-C300.1	EEEE (MENE MENE) DINGININ EMENGENCY 1 098 EN	3, 23, 2020	
CD-E600.0	MECHANICAL EQUIPMENT CONNECTIONS SCHEDULE - ELECTRICAL	5/15/2018	3
CD-E700.0	PANEL SCHEDULES NORMAL BRANCH POWER	5/15/2018	3
CD-E700.1	PANEL SCHEDULES NORMAL BRANCH POWER	5/15/2018	3
CD-E700.1	PANEL SCHEDULES NORMAL BRANCH POWER	5/15/2018	3
CD-E700.2	PANELBOARD SCHEDULES NORMAL POWER	5/15/2018	3
CD-E800.0	PANEL SCHEDULES EMERGENCY BRANCH POWER	5/15/2018	3
CD-E800.1	PANEL SCHEDULES EMERGENCY BRANCH POWER	6/1/2017	0
CD-E800.2	PANEL SCHEDULES EMERGENCY BRANCH POWER	6/1/2017	0
CD-K1.1	KITHCEN EQUIPMENT - BASEMENT & FIRST FLOOR	6/1/2017	0
CD-K1.2	KITCHEN EQUIPMENT - SECOND & THIRD FLOOR	6/1/2017	0
CD-K1.3	KITCHEN EQUIPMENT SCHEDULE	6/1/2017	0
CD-K1.4	KITCHEN EQUIPMENT SCHEDULE	6/1/2017	0
CD-K1.5	KITHCHEN ELECTRICAL - BASEMENT & FIRST FLOOR	6/1/2017	0
CD-K1.6	KITCHEN ELECTRICAL - SECOND & THIRD FLOOR	6/1/2017	0
CD-K1.7	KITCHEN PLUMBING - BASEMENT & FIRST FLOOR	6/1/2017	0
	KITCHEN PLUMBING - SECOND & THIRD FLOOR	6/1/2017	0
CD-K1.8 CD-K1.9	FOOD SERVICE EQUIPMENT DETAILS	6/1/2017	0
	FOOD SERVICE EQUIPMENT DETAILS		
CD-K1.10	POOD SERVICE EQUIPMENT DETAILS	6/1/2017 6/1/2017	0
CD-K1.11			
CD-K1.12	FOOD SERVICE EQUIPMENT DETAILS	6/1/2017	0
CD-IT000	INFORMATION TECHNOLOGY LEGEND/SHEET INDEX INFORMATION TECHNOLOGY RESPONSIBILITIES MATRIX - OF/OI		0
CD-IT001.1	INFORMATION TECHNOLOGY RESPONSIBILITIES MATRIX - OF/OI	6/1/2017	
CD-IT001.2		6/1/2017	0
CD-(T002.1	INFORMATION TECHNOLOGY J - HOOK/CABLE TRAY DETAILS	6/1/2017	0
CD-IT002.2	INFORMATION TECHNOLOGY TYPICAL CONDUIT DETAILS	6/1/2017	0
CD-IT002.3	INFORMATION TECHNOLOGY MISC DETAILS	6/1/2017	0
CD-IT002.4	INFORMATION TECHNOLOGY MISC DETAILS	6/1/2017	0

Number	Description	Date	Revision
CD-1T002.5	INFORMATION TECHNOLOGY TELEVISION DETAILS	6/1/2017	0
CD-IT002.6	INFORMATION TECHNOLOGY SINGLE DOOR AND SECURITY DETAILS	6/1/2017	0
CD-IT002.7	INFORMATION TECHNOLOGY SINGLE DOOR DETAILS	6/1/2017	0
8.500TI-D2	INFORMATION TECHNOLOGY DOUBLE DOOR DETAILS	6/1/2017	0
	INFORMATION TECHNOLOGY DOUBLE DOOR, PARAPET CAMERA, AND		
CD-1T002.9	INFANT SECURITY DETAILS	6/1/2017	0
CD-IT002.10	INFORMATION TECHNOLOGY A/V TYPICAL DRAWINGS	6/1/2017	0
CD-IT002.11	INFORMATION TECHNOLOGY TYPICAL ONE LINE DIAGRAMS	6/1/2017	0
	INFORMATION TECHNOLOGY TELECOMMUNICATIONS ROOM TYPICAL		
CD-IT002.12	DETAILS	6/1/2017	σ
CD-(T002.13	INFORMATION TECHNOLOGY TYPICAL HEADWALL ELEVATIONS	6/1/2017	0
CD-1T003.1	INFORMATION TECHNOLOGY TELECOMMUNICATIONS ROOMS	6/1/2017	0
CD-1T003.2	INFORMATION TECHNOLOGY TELECOMMUNICATIONS ROOMS	6/1/2017	a
CD-1T004	INFORMATION TECHNOLOGY RISER DIAGRAM	6/1/2017	0
CD-IT005	INFORMATION TECHNOLOGY SITE PLAN	6/1/2017	0
CD-IT100.0	INFORMATION TECHNOLOGY BASEMENT FLOOR PLAN	6/1/2017	0
CD-IT100.1	INFORMATION TECHNOLOGY BASEMENT FLOOR PLAN - AREA A	6/1/2017	0
CD-IT100.2	INFORMATION TECHNOLOGY BASEMENT FLOOR PLAN - AREA B	6/1/2017	0
CD-IT100.3	INFORMATION TECHNOLOGY BASEMENT FLOOR PLAN - AREA C	6/1/2017	0
CD-IT101.0	INFORMATION TEHCNOLOGY FIRST FLOOR PLAN	6/1/2017	0
CD-(T101.1	INFORMATION TECHNOLOGY FIRST FLOOR PLAN - AREA A	6/1/2017	0
CD-IT101.2	INFORMATION TECHNOLOGY FIRST FLOOR PLAN - AREA B	6/1/2017	0
CD-IT101.3	INFORMATION TECHNOLOGY FIRST FLOOR PLAN - AREA C	6/1/2017	0
CD-IT101.4	INFORMATION TECHNOLOGY FIRST FLOOR PLAN - AREA D	6/1/2017	0
CD-IT102.0	INFORMATION TECHNOLOGY SECOND FLOOR PLAN	6/1/2017	0
CD-IT102.1	INFORMATION TECHNOLOGY SECOND FLOOR PLAN - AREA A	6/1/2017	1
CD-IT102.2	INFORMATION TECHNOLOGY SECOND FLOOR PLAN - AREA B	6/1/2017	0
CD-(T102.3	INFORMATION TECHNOLOGY SECOND FLOOR PLAN - AREA C	6/1/2017	0
CD-IT102.4	INFORMATION TECHNOLOGY SECOND FLOOR PLAN - AREA D	6/1/2017	0
CD-IT103.0	INFORMATION TECHNOLOGY THIRD FLOOR PLAN	6/1/2017	0
CD-IT103.1	INFORMATION TECHNOLOGY THIRD FLOOR PLAN - AREA A	6/1/2017	
CD-IT103.2	INFORMATION TECHNOLOGY THIRD FLOOR PLAN - AREA B	6/1/2017	
CD-IT103.3	INFORMATION TECHNOLOGY THIRD FLOOR PLAN - AREA C	6/1/2017	-
CD-SP-0	OVERALL PLAN LAYOUT "AQUATICS	2/28/2017	
CD-SP-1	SPA COVER SHEET	2/28/2017	
CD-SP-2	SPA SECTIONS	2/28/2017	
CD-SP-3	SPA SECTIONS	2/28/2017	
CD-SP-4	SPA SUCTION AND RETURN PIPIING	2/28/2017	
CD-SP-5	SPA PIPINIG SCHEMATIC	2/28/2017	
CD-SP-6	POOL COVER SHEET AND PARTS LIST	2/28/2017	
CD-SP-7	POOL DIMENSIONS AND SECTIONS	2/28/2017	
CD-SP-8	POOL SECTIONS	2/28/2017	
CD-SP-9	POOL AND SPA DEPTH MARKER LAYOUT	2/28/2017	
CD-SP-10	POOL SUCTION AN RETURN PIPING POOL SURGE DETAILS	2/28/2017	
CD-SP-11	EQUIPMENT ROOM DETAILS	2/28/2017	

Number	Description	Date	Revision
CD-SP-12	BACKGLOW PREVENTION PIPIING SCHEMATIC	2/28/2017	C
CD-5P-13	POOL/SPA DETAILS	2/28/2017	C
CD-5P-14	POOL/SPA DETAILS AND GENERAL SPECIFICATIONS	2/28/2017	0
CD-SP-15	GENERAL NOTES AND HEALTH DEPT. REQUIREMENTS	2/28/2017	C
	SPECIFICATIONS	and the law placement of	打料的
011000	SUMMARY	5/15/2018	0
012100	ALLOWANCES	5/15/2018	0
012200	UNIT PRICES	5/15/2018	0
012300	ALTERNATES	5/15/2018	0
012500	SUBSTITUTION PROCEDURES	5/15/2018	0
012600	CONTRACT MODIFICATION PROCEDURES	5/15/2018	0
012900	PAYMENT PROCEDURES	5/15/2018	0
013100	PROJECT MANAGEMENT AND COORDINATION	5/15/2018	C
013200	CONSTRUCTION PROGRESS DOCUMENTATION	5/15/2018	0
013233	PHOTOGRAPHIC DOCUMENTATION	5/15/2018	0
013300	SUBMITTAL PROCEDURES	5/15/2018	0
014000	QUALITY REQUIREMENTS	5/15/2018	0
014200	REFERENCES	5/15/2018	O
015000	TEMPORARY FACILITIES AND CONTROLS	5/15/2018	0
016000	PRODUCT REQUIREMENTS	5/15/2018	0
017300	EXECUTION	5/15/2018	0
017700	CLOSEOUT PROCEDURES	5/15/2018	0
017823	OPERATION AND MAINTENANCE DATA	5/15/2018	0
017839	PROJECT RECORD DOCUMENTS	5/15/2018	0
017900	DEMONSTRATION AND TRAINING	5/15/2018	0
033000	CAST IN-PLACE CONCRETE	5/15/2018	0
033816	POST-TENSIONED CONCRETE	5/15/2018	0
034000	PRECAST, PRESTRESSED HOLLOWCORE PLANK	5/15/2018	0
042200	CONCRETE UNIT MASONRY	5/15/2018	0
042613	MASONRY VENEER	5/15/2018	0
044313.16	ADHERED STONE MASONRY VENEER	5/15/2018	٥
047200	CAST STONE MASONRY	5/15/2018	0
051200	STRUCTURAL STEEL FRAMING	5/15/2018	0
053100	STEEL DECKING	5/15/2018	0
054000	COLD-FORMED METAL FRAMING	5/15/2018	ū
056440	COLD-FORMED METAL TRUSSES	5/15/2018	O
055000	METAL FABRICATIONS	5/15/2018	0
055113	METAL PAN STAIRS	5/15/2018	0
055213	PIPE AND TUBE RAILINGS	5/15/2018	0
057300	DECORATIVE METAL RAILINGS	5/15/2018	٥
057313	GLAZED DECORATIVE METAL RAILINGS	5/15/2018	0
061000	ROUGH CARPENTRY	5/15/2018	0
061053	MISCELLANEOUS ROUGH CARPENTRY	5/15/2018	O
061600	SHEATHING	5/15/2018	0
061753	SHOP-FABRICATED WOOD TRUSSES	5/15/2018	O
062013	EXTERIOR FINISH CARPENTRY	5/15/2018	0

Number	Description	Date	Revision
064113	WOOD-VENEER-FACED ARCHITECTURAL CABINETS	5/15/2018	0
064116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	5/15/2018	0
064214	STILE AND RAIL WOOD PANELING	5/15/2018	0
064600	WOOD TRIM	5/15/2018	0
066400	PLASTIC PANELING	5/15/2018	Ó
068000	COMPOSITE FABRICATIONS	5/15/2018	0
068313	RESIN COMPOSITE PANELING	5/15/2018	0
071326	SELF-ADHERING SHEET WATERPROOFING	5/15/2018	0
071416	COLD FLUID-APPLIED WATERPROOFING	5/15/2018	0
071613	POLYMER MODIFIED CEMENT WATERPROOFING	5/15/2018	O
072100	THERMAL INSULATION	5/15/2018	0
072600	VAPOR RETARDERS	5/15/2018	0
072726	FLUID-APPLIED MEMBRANE AIR BARRIERS	5/15/2018	0
073113	ASPHALT SHINGLES	5/15/2018	0
074113.16	STANDING-SEAM METAL ROOF PANELS	5/15/2018	0
074646	FIBER-CEMENT SIDING	5/15/2018	0
075423	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	5/15/2018	0
075656	FLUID-APPLIED MEMBRANE ROOFING	5/15/2018	0
076200	SHEET METAL FLASHING AND TRIM	5/15/2018	0
077129	MANUFACTURED ROOF EXPANSION JOINTS	5/15/2018	0
077273	VEGETATED ROOF SYSTEMS	5/15/2018	0
078100	APPLIED FIREPROOFING	5/15/2018	٥
078413	PENETRATION FIRESTOPPING	5/15/2018	0
078443	JOINT FIRESTOPPING	5/15/2018	0
079200	JOINT SEALANTS	5/15/2018	0
079513.13	INTERIOR EXPANSION JOINT COVER ASSEMBLIES	5/15/2018	0
079513.16	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES	5/15/2018	0
081113	HOLLOW METAL DOORS AND FRAMES	5/15/2018	0
081416	FLUSH WOOD DOORS	5/15/2018	0
081433.13	WOOD TERRACE DOORS	5/15/2018	0
081433	STILE AND RAIL WOOD DOORS	5/15/2018	0
081600	COMPOSITE DOORS AND FRAMES	5/15/2018	0
081700	PREASSEMBLED DOOR AND FRAME UNITS	5/15/2018	0
083113	ACCESS DOORS AND FRAMES	5/15/2018	0
083323	OVERHEAD COILING DOORS	5/15/2018	0
083326	OVERHEAD COILING GRILLES	5/15/2018	0
083819	TRAFFIC DOORS	5/15/2018	0
084213	ALUMINUM-FRAMED ENTRANCES	5/15/2018	0
084229.23	SLIDING AUTOMATIC ENTRANCES	5/15/2018	0
085113	ALUMINUM WINDOWS	5/15/2018	0
085200	WOOD WINDOWS	5/15/2018	0
087100	DOOR HARDWARE	5/15/2018	0
088000	GLAZING	5/15/2018	0
088113	DECORATIVE GLASS GLAZING	5/15/2018	0
088300	MIRRORS		0
	FIRE-RESISTANT GLAZING	5/15/2018	0
088813	I WE JESTAMI GOVERN	5/15/2018	0

Number	Description	Date	Revision
089119	FIXED LOUVERS	5/15/2018	0
092116.23	GYPSUM BOARD SHAFT WALL ASSEMBLIES	5/15/2018	0
092216	NON-STRUCTURAL METAL FRAMING	5/15/2018	0
092900	GYPSUM BOARD	5/15/2018	0
093013	CERAMIC TILING	5/15/2018	0
095113	ACOUSTICAL PANEL CEILINGS	5/15/2018	
095423	LINAR METAL CEILINGS	5/15/2018	0
095426	WOOD CEILINGS	5/15/2018	0
096400	WOOD FLOORING	5/15/2018	0
096513	RESILIENT BASE AND ACCESSORIES	5/15/2018	0
096516	RESILIENT SHEET FLOORING	5/15/2018	O
096723	RESINOUS FLOORING	5/15/2018	0
096813	TILE CARPETING	5/15/2018	0
096816	SHEET CARPETING	5/15/2018	0
097200	WALL COVERINGS	5/15/2018	0
098433	SOUND-ABSORBING WALL UNITS	5/15/2018	0
099113	EXTERIOR PAINTING	5/15/2018	0
099123	INTERIOR PAINTING	5/15/2018	0
099300	STAINING AND TRANSPARENT FINISHING	5/15/2018	0
099600	HIGH-PERFORMANCE COATINGS	5/15/2018	0
099653	ELASTOMERIC COATINGS	5/15/2018	0
102113.17	PHENOLIC-CORE TOILET COMPARTMENTS	5/15/2018	0
102123	CUBICLE CURTAINS AND TRACK	\$/15/2018	0
102213	WIRE MESH PARTITIONS	5/15/2018	0
102233.13	VERTICAL FOLDING PANEL PARTITIONS	5/15/2018	0
102239	FOLDING PANEL PARTITIONS	5/15/2018	0
102600	WALL AND DOOR PROTECTION	5/15/2018	0
102623	PROTECTIVE WALL COVERING	5/15/2018	0
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	5/15/2018	0
102819	TUB AND SHOWER DOORS	5/15/2018	0
104413	FIRE PROTECTION CABINETS	5/15/2018	0
104416	FIRE EXTINGUISHERS	5/15/2018	0
105113	METAL LOCKERS	5/15/2018	0
105123	PLASTIC-LAMINATE-CLAD LOCKERS	5/15/2018	0
105500.13	USPS-DELIVERY POSTAL SPECIALTIES	5/15/2018	0
105723	VENTILATED WIRE SHELVING	5/15/2018	0
107316	PROTECTIVE COVERS	5/15/2018	0
107516	GROUND-SET FLAGPOLES	5/15/2018	
108213	EXTERIOR GRILLES AND SCREENS	5/15/2018	
111200	PARKING CONTROL EQUIPMENT	5/15/2018	
111313	LOADING DOCK BUMPERS	5/15/2018	0
	FOOD SERVICE EQUIPMENT DETAILS	5/15/2018	
114000 115213	PROJECTION SCREENS	5/15/2018	
			0
123530	RESIDENTIAL CASEWORK	5/15/2018	0
123623.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS STONE COUNTERTOPS	5/15/2018	0
123640	DIONE COUNTERTORS	5/15/2018	U 0

Number	Description	Date	Revision
123661.16	SOLID SURFACING COUNTERTOPS	5/15/2018	0
123661.19	QUARTZ AGGLOMERATE COUNTERTOPS	5/15/2018	0
142400	HYDRAULIC ELEVATORS	5/15/2018	0
149182	TRASH CHUTES	5/15/2018	0
210100	GENERAL FIRE PROTECTION REQUIREMENTS	5/15/2018	
210529	HANGERS & SUPPORTS FOR FIRE SUPPRESSION PIPING EQUIPMENT	5/15/2018	٥
211100	FIRE PROTECTION SYSTEMS	5/15/2018	
213000	FIRE PUMPS	5/15/2018	
220100	GENERAL PLUMBING REQUIREMENTS	5/15/2018	
220529	HANGERS & SUPPORTS FOR PLUMBING PIPING & EQUIPMENT	5/15/2018	
220553	IDENTIFICATION FOR PIPING AND EQUIPMENT	5/15/2018	
220700	PLUMBING INSULATION	5/15/2018	-
221000	PLUMBING PIPING	5/15/2018	
221123	PLUMBING PUMPS	5/15/2018	-
223300	SEMI INSTANTANEOUS WATER HEATERS	5/15/2018	
224000	PLUMBING FIXTURES	5/15/2018	0
230100	GENERAL MECHANICAL REQUIREMENTS	5/15/2018	
230529	HANGERS & SUPPORTS FOR HVAC PIPING & EQUIPMENT	5/15/2018	
230548	VIBRATION ISOLATION	5/15/2018	
230553	HVAC EQUIPMENT AND PIPING IDENTIFICATION	5/15/2018	
230593	TESTING, ADJUSTING, AND BALANCING	5/15/2018	
230700	HVACINSULATION	5/15/2018	
230923	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC	5/15/2018	-
230993	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS	5/15/2018	
232113	HVAC PIPING	5/15/2018	
232114	VALVES	5/15/2018	
232123	HVAC PUMPS	5/15/2018	
232124	VARIABLE FREQUENCY MOTOR CONTROLLERS	5/15/2018	
232500	WATER TREATMENT SYSTEMS	5/15/2018	
233000	DUCTWORK	5/15/2018	
233300	DUCTWORK ACCESSORIES	5/15/2018	
233400	FANS AND HOODS	5/15/2018	
233600	VARIABLE VOLUME TERMINAL UNITS	5/15/2018	
233700	REGISTERS, GRILLES, AND DIFFUSERS	5/15/2018	
235200	GAS FIRED BOILERS	5/15/2018	
235719.13	HEAT EXCHANGERS	5/15/2018	
236416	CENTRIFUGAL CHILLERS	5/15/2018	
236513	COOUNG TOWERS	5/15/2018	0
237513	ROOFTOP VAY CHILLED WATER AIR HANDLING UNITS	5/15/2018	0
237514	VAY CHILLED WATER AIR HANDLING UNITS	5/15/2018	
237515	POOL AIR HANDLING UNITS	5/15/2018	
238200	ELECTRIC HEATERS	5/15/2018	0
238201	HOT WATER HEATERS	5/15/2018	
238219	FAN COIL UNITS	5/15/2018	
260100	GENERAL ELECTRICAL REQUIREMENTS	5/15/2018	

Number	Description	Date	Revision
260500	RACEWAYS AND WIRING - 600 VOLT	5/15/2018	0
260526	GROUNDING SYSTEMS	5/15/2018	0
260550	ELECTRICAL IDENTIFICATION	5/15/2018	0
262400	SERVICE & DISTRIBUTION - 600 VOLT	5/15/2018	O
262700	DEVICES	5/15/2018	0
262900	MOTOR CONTROLS & WIRING	5/15/2018	0
	EMERGENCY STANDBY GENERATOR (DIESEL) WITH PARALLELING	7-1	
263200	SYSTEMS	5/15/2018	0
264100	LIGHTNING PROTECTION	5/15/2018	0
265000	LIGHTING CONTROLS	5/15/2018	a
265125	ARCHITECTURAL DIMMING & CONTROL SYSTEMS	5/15/2018	0
283110	LIFE SAFETY SYSTEM	5/15/2018	0
270000	COMM SPEC	5/15/2018	0
271000	SCS SPEC	5/15/2018	0
274133	TV SPEC	5/15/2018	0
275116	PA SPEC	5/15/2018	0
275223	NC SPEC	5/15/2018	0
281300	SEC	5/15/2018	0
282300	CCTV SPEC	5/15/2018	0
31311 6	TERMITE CONTROL	5/15/2018	0
321373	CONCRETE PAVING JOINT SEALANTS	5/15/2018	0
321723	PAVEMENT MARKINGS	5/15/2018	0
334600	SUBDRAINAGE	5/15/2018	0

EXHIBIT C

LEGAL DESCRIPTION

All that tract of land lying and being in the 221st G.M.D of Oconee County, Georgia, containing an aggregate of 70.4030 acres, more or less, and being shown and designated as Tract 2 containing 47.465 acres, more or less, and Tract 3 containing 22.938 acres, more or less, as shown on that certain plat entitled "ALTA/ACSM Land Title Survey for Westminster Presbyterian Homes, Inc., Branch Banking and Trust Company & Fidelity National Title Insurance Company", dated January 6, 2016, by Williams & Associates, John Mark Dunlap, Georgia Registered Land Surveyor No. 3142 and being more particularly described as follows:

Beginning at the intersection of the southerly margin of the 60 foot right-of-way of Wild Azalea Lane with the westerly margin of the variable right-of-way of U.S. Highway 441, thence along the right-of-way of U.S. Highway 441 South 23 degrees 06 minutes 31 seconds West, 450.00 feet to the TRUE POINT OF BEGINNING: thence continuing along said right-of-way South 23 degrees 04 minutes 20 seconds West, 401.84 feet to a concrete monument; thence South 23 degrees 12 minutes 23 seconds West, 688.29 feet to a point; thence leaving said right-of-way North 69 degrees 42 minutes 31 seconds West 119.73 feet to an iron pin; thence South 23 degrees 10 minutes 34 second West, 200.00 feet to an iron pin; thence South 69 degrees 35 minutes 26 seconds East 119.61 feet to a point; thence along the right-of-way of U.S. Highway 441 South 23 degrees 12 minutes 23 seconds West, 543.82 feet to a point; thence leaving said right-of way North 69 degrees 28 minutes 15 seconds West, 124.41 feet to a point; thence North 69 degrees 28 minutes 15 seconds West, 249.11 feet to an axle; thence North 69 degrees 28 minutes 15 seconds West, 100 feet to a point; thence South 62 degrees 01 minutes 45 seconds West, 271.00 feet to a point; thence South 62 degrees 01 minutes 45 seconds West, 332. 35 feet to a point on the easterly margin of the 80 foot right-of-way of Wellbrook Road; thence along said right-of-way 203.91 feet along an arc of a curve to the left, said curve having a radius of 442.52 feet, a chord bearing of North 30 degrees 28 minutes 24 seconds West, and a chord distance of 202.11 feet to a point; thence 1003.16 feet along an arc of a curve to the left, said curve having a radius of 13685.74 feet, a chord bearing of North 44 degrees 38 minutes 46 seconds West, and a chord distance of 1002.94 feet to a point; thence 319.78 feet along an arc of a curve to the left, said curve having a radius of 706.50 feet, a chord bearing of north 55 degrees 06 minutes 50 seconds West, and a chord distance of 317.06 feet to a point; thence 422.59 feet along an arc of a curve to the right, said curve having a radius of 1293.50 feet, a chord bearing of North 59 degrees 56 minutes 23 seconds West, and a chord distance of 420.71 feet to a point,; thence North 49 degrees 17 minutes 38 seconds West, 305.90 feet to an iron pin; thence leaving said right-of-way North 81 degrees 11 minutes 26 seconds West, 783.11 feet to an iron pin; thence South 69 degrees 42 minutes 13 seconds East, 1403.55 feet to an iron pin; thence North 23 degrees 05 minutes 09 seconds East, 1134.04 feet to a point; thence South 66 degrees 53 minutes 29 seconds East. 898.75 feet to the TRUE POINT OF BEGINNING.

EXHIBIT D

ARCHITECT'S CERTIFICATE

Re: WESTMINSTER PRESBYTERIAN HOMES, INC. (the "Borrower") – Presbyterian Village Athens Project

The undersigned is a duly authorized officer of Batson Associates, Inc. (the "Architect"), which has entered into that certain "Standard Form of Agreement Between Owner and Architect" dated December 22, 2015 (as amended, the "Contract") with the Borrower (also, the "Owner"). By this instrument the Architect hereby certifies to BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, as bond trustee and master trustee (the "Trustee"), , the Architect has designed the Project and will perform certain other services, as provided in the Contract, subject to the Owner's proper performance of its duties under the Contract.

The Architect, using the standard of professional care customary in the State of Georgia, hereby certifies to the Trustee, to the best of the Architect's knowledge, information and belief, as follows:

- (a) The firm has professional liability insurance in the amount of not less than \$1,000,000.
- (b) As part of the Construction Documents phase of the Project, the Architect prepared a "Code, ADA and other governmental approval analysis," which enabled the Owner to make preliminary and/or final development, zoning and other regulatory approval presentations to the Owner, Town, County and other regulatory authorities. As of the date of this Certificate, the Architect is unaware of any reason why any required governmental approval will not be issued.
- (c) The Plans and Specifications for the Project have been prepared in accordance with the care and skill ordinarily exercised by a professional rendering the same or similar services at the same time within the State of Georgia (the "Standard of Care"), and subject to the Standard of Care, the Plans and Specifications for the Project submitted to the Construction Consultant for review and approval for the construction and the site improvements to be constructed on the Land for which the Plans and Specifications were prepared (the "Improvements") are reasonably full and complete, and there have been no modifications thereof except as permitted by the Disbursement Agreement.
- (d) In the aggregate, the Plans and Specifications prepared by the Architect pursuant to the Contract (the "Plans") reasonably contain the detail necessary to provide for construction of the Project.
- (e) As of the current date, the Architect is unaware of any portion of the Plans and Specifications not being in compliance with Code, ADA and other governmental approvals.
- (f) All gas, electric, telephone and cable utilities necessary for the operation of the Project are available at the boundaries of the Project.
- (g) Subject to force majeure, and as of the current date, the Architect knows of no reason why the Project will not be completed and ready for phased occupancy as provided for in the Contract Documents.
- (h) The Architect shall have liability to the recipient of this Certificate only to the extent that the Architect may be liable to the Owner under the Contract, with respect to the matters described in such Certificate, and such liability shall be subject to all limitations set forth in the Contract.

- (i) All representations set forth herein are based on the assumption that the information provided to the Architect by the Owner, its agents, employees and consultants, and any information provided by any applicable public authority or official, is accurate and complete. Moreover, such representations do not constitute warranties, but instead only professional opinions derived from the exercise of reasonable care as Architect. The Architect has no liability under this Certificate to the extent that any claim would be made based upon any standard beyond the exercise by the Architect of the degree of care and skill ordinarily exercised under similar circumstances by competent members of the architectural profession. No Lender is entitled to assert any claim against the Architect arising out of or related to this Certification unless: (i) there has been a default by the Owner of its obligations to any Lender; (ii) the Trustee has taken assignment of the Contract; and (iii) the Trustee has performed its obligations under the assignment.
- (j) Terms defined in the Construction Disbursement and Monitoring Agreement, dated as of December 1, 2018, among the Owner, Newbanks & Company, Inc. and the Trustee (the "Disbursement Agreement") shall have the same defined meanings when such terms are used herein.

Dated: December , 2018

BATSON ASSOCIATES, INC.

By:	
Name:	
Title:	

EXHIBIT E

CERTIFICATE OF CONSTRUCTION CONSULTANT

Re: WESTMINSTER PRESBYTERIAN HOMES, INC.. (the "Borrower") – Presbyterian Village Athens Project

The undersigned representative of NEWBANKS & COMPANY, INC. (the "Construction Consultant") hereby certifies, with respect to that certain Construction Disbursement and Monitoring Agreement dated as of December 1, 2018 (the "Disbursement Agreement"), among WESTMINSTER PRESBYTERIAN HOMES, INC., a Georgia nonprofit corporation (the "Borrower"), the Construction Consultant, AND BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, as bond trustee (the "Bond Trustee"), that:

- (1) The Borrower has furnished all of the items in Section 3.2 of the Disbursement Agreement and
- (2) All requirements and procedures required pursuant to Section 3.2 of the Disbursement Agreement have been satisfied.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of December, 2018.

NEWBANKS & COMPANY, INC.

By:	
Name:	
Гitle:	

EXHIBIT F

CIVIL ENGINEER'S CERTIFICATE

The undersigned representative of W&A Engineering (the "Civil Engineer") hereby represents, with respect to that certain Construction Disbursement and Monitoring Agreement dated as of December 1, 2018 (the "Disbursement Agreement"), among WESTMINSTER PRESBYTERIAN HOMES, INC., a Georgia nonprofit corporation (the "Borrower"), NEWBANKS & COMPANY, INC., a Georgia Corporation (the "Construction Consultant"), and BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, as bond trustee (the "Bond Trustee"), that:

- (1) Adequate ingress and egress to the Premises over public streets, rights of way and easements will be available after completion of construction of the Project in accordance with the Plans and Specifications (the "Plans") prepared by the Civil Engineer;
- (2) Adequate storm and sanitary sewage disposal systems are or shall be available to service the Project and such systems do (or when constructed will) comply with all applicable environmental, pollution control and ecological laws, ordinances, rules and regulations, and in addition the applicable environmental protection agency, pollution control board and/or other governmental agencies having jurisdiction of the Project have issued their permits for the construction of the Project, or if the stage of construction of the Project does not allow for such issuance, then such permits shall be issued if and when such portion of the Project is constructed in accordance with the Plans; and
- (3) All water, sanitary and storm sewer utilities necessary for the operation of the Project are available at the boundaries of the Project.

The word "represents" as used in any of its forms herein is an expression of professional opinion only and shall not be construed or understand to be a statement of fact, a warranty or a guarantee of any kind, expressed or implied.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Disbursement Agreement.

Dated:		
	W&A ENGINEERING	
	By: Name:	
	Title:	

EXHIBIT G

CONSTRUCTION SCHEDULE

(See Attached)

Schedule 3.5

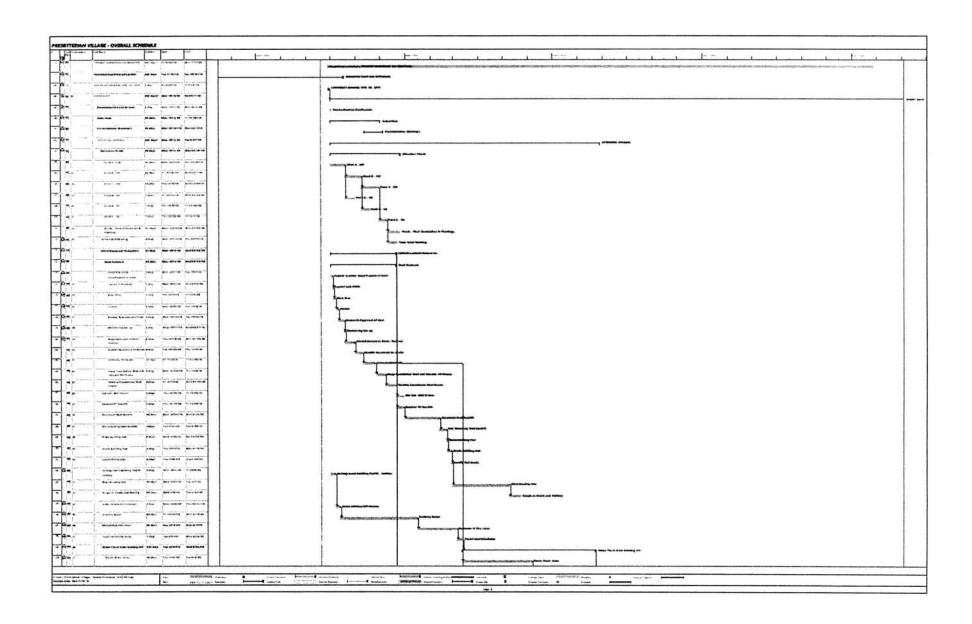
Borrower Wiring Instructions

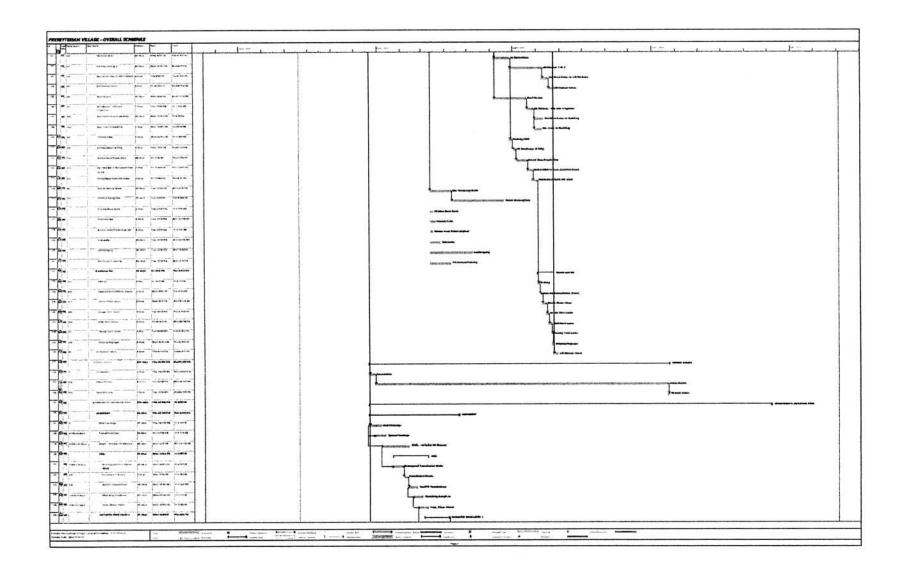
Bank:			
City/State: _			
ABA #:			
Credit:			
Attention: _			
Reference: V	Westminster Presbyterian Homes, Inc. (Presbyterian	Village Athens)

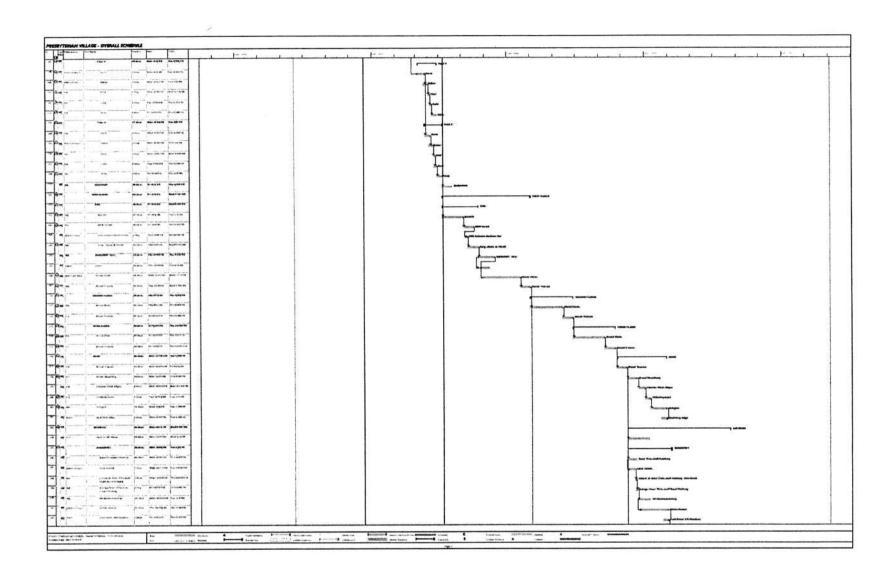
EXHIBIT G

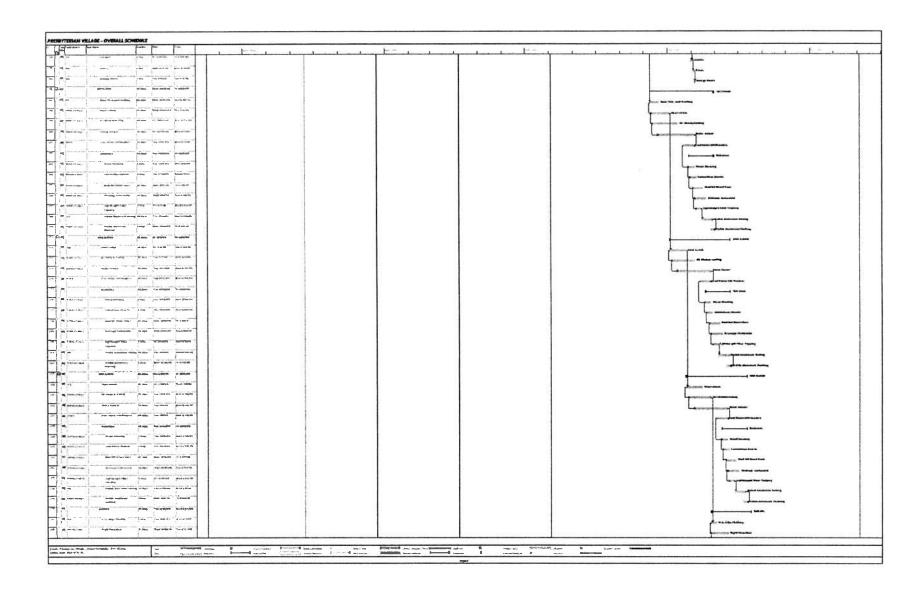
CONSTRUCTION SCHEDULE

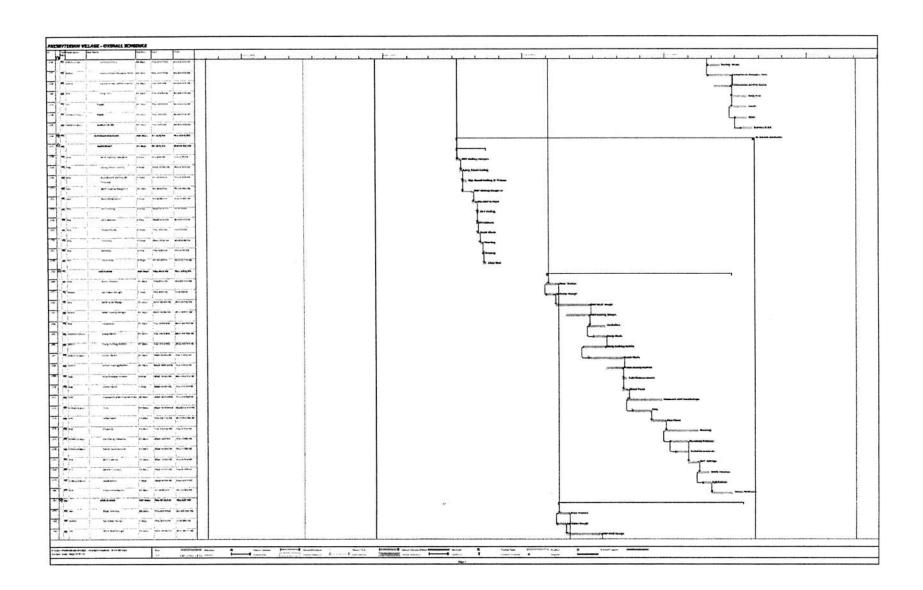
(See Attached)

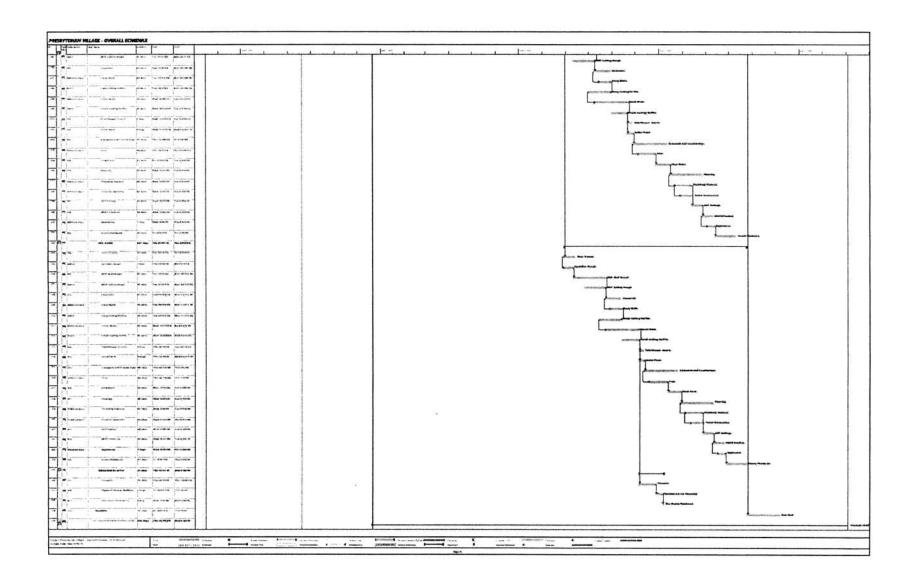


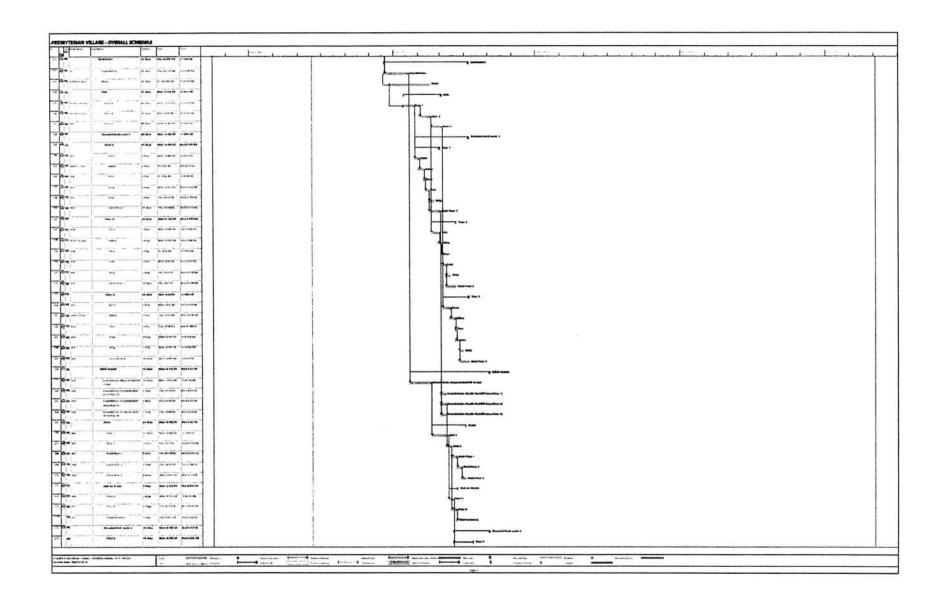


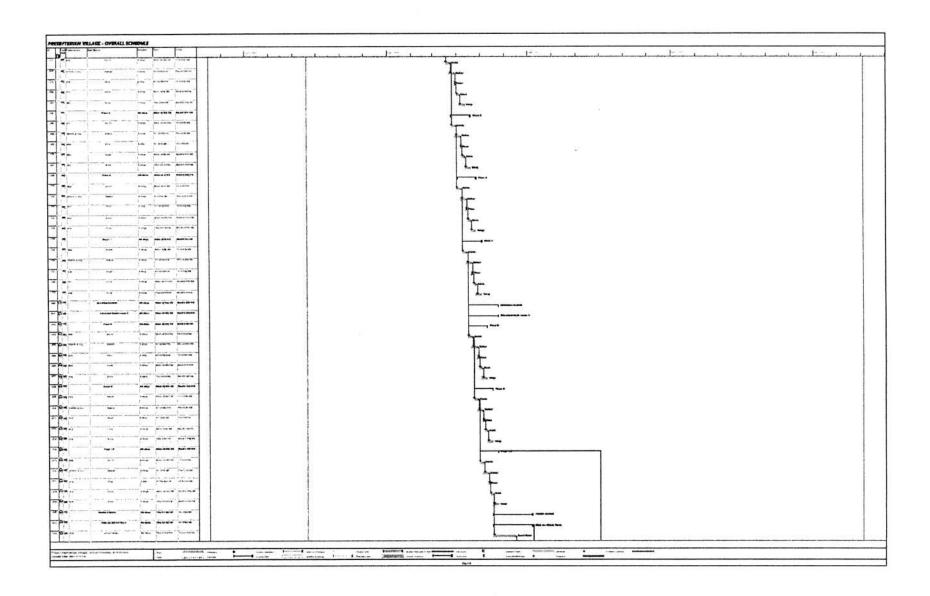


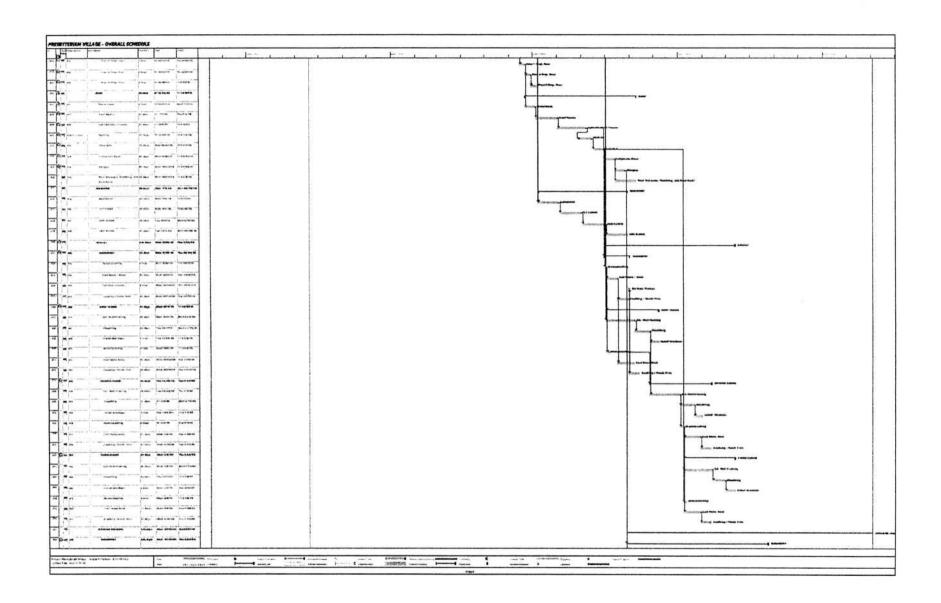


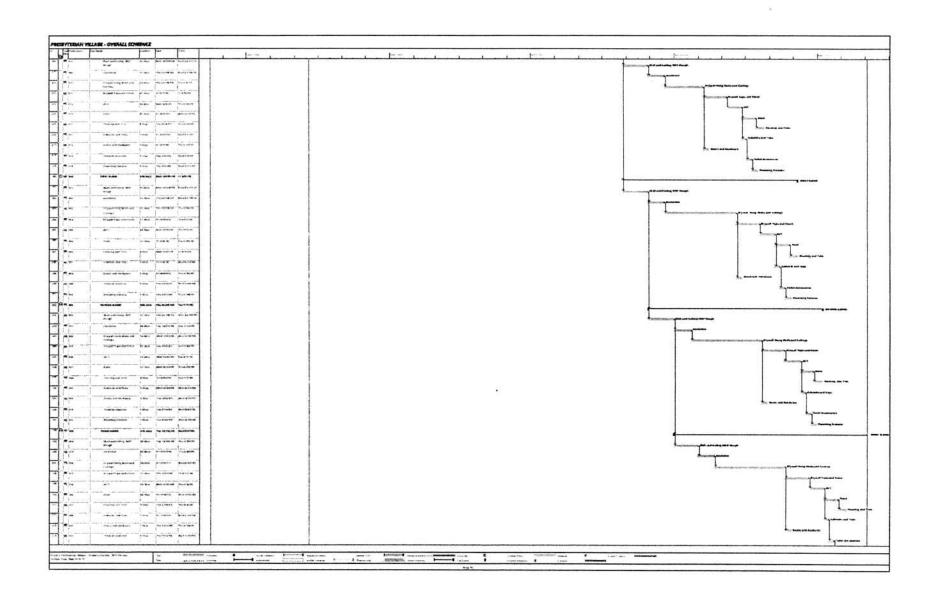












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