CONSTRUCTION DISBURSEMENT AND MONITORING AGREEMENT

THIS CONSTRUCTION DISBURSEMENT AND MONITORING AGREEMENT (this "Agreement") is entered into as of December 1, 2018, by and among WESTMINSTER PRESBYTERIAN HOMES, INC., a Georgia nonprofit corporation (the "Obligor"), NEWBANKS & COMPANY, INC., a Georgia corporation (the "Construction Consultant"), STI INSTITUTIONAL & GOVERNMENT, INC., a Delaware corporation (the "Series 2018A-5 Lender"), and SUNTRUST BANK, a Georgia banking corporation, as administrative agent for the 2018A-5 Lender (the "Administrative Agent").

Explanatory Statement

- A. The Obligor has entered into the Master Trust Indenture dated as of December 1, 2018, between the Obligor and Branch Banking and Trust Company, a North Carolina banking corporation, 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 Obligor 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 Bond (Presbyterian Village Athens Project) Bank Bought Entrance Fee Series 2018A-5 (and any bonds issued in exchange therefor, the "Series 2018A-5 Bonds") pursuant to an Indenture of Trust dated as of December 1, 2018, by and between the Authority and Branch Banking and Trust Company, a North Carolina banking corporation, as bond trustee (the "Bond Trustee") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Series 2018A-5 Bond Indenture");
- C. The Authority has agreed to lend the proceeds of the Series 2018A-5 Bonds to the Obligor pursuant to the terms of the 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 Obligor;
- D. The Obligor intends to use the proceeds of the Series 2018A-5 Bonds to finance the development, construction and equipping of the 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 Obligor, the Construction Consultant and the Series 2018A-5 Lender 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 2018A-5 Bond Documents (hereinafter defined), the Obligor, the

Construction Consultant, the Series 2018A-5 Lender and the Administrative Agent 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 Series 2018A-5 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 as of December 22, 2015, between the Architect and the Obligor.

"Authorized Representative" means the chief executive officer or the chief financial officer of the Obligor.

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

"Civil Engineer" means Williams & Associates, Land Planners, P.C.

"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 3.8** 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 Fund" means the Construction Fund established under the Series 2018A-5 Bond Indenture.

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

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

"Continuing Covenant Agreement" means the Continuing Covenant Agreement, dated as of December 1, 2018, by and between the Obligor and the Series 2018A-5 Lender, as amended from time to time.

"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 Obligor 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. d/b/a DBA Assessment.

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

"Guaranty" means the Guaranty Agreement, dated as of December 1, 2018, by and 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 Obligor for work, labor, materials and equipment furnished in connection with the construction of the Project that are included in the Construction Contract.

"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 Obligor and no member, director, officer or employee of which is an officer or employee of the Obligor, which is qualified to survey risks and to recommend insurance coverage for corporations comparable to the Obligor.

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

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

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

"Note" means the promissory note designated "Westminster Presbyterian Homes, Inc. Series 2018A-5 Note", evidencing the obligations of the Obligor to repay the loans and advances under the Loan Agreement, which is a Master Obligation under the Master Trust Indenture, and which has 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 General 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 Obligor and the General Contractor, as applicable.

"Premises" means the Land and the Project.

"Project Budget" means the budget prepared by the Obligor 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 2018A-5 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 3.8.

"Series 2018 Bonds" means, collectively, the Series 2018A-1 Bonds, the Series 2018A-2 Bonds, the Series 2018A-3 Bonds, the Series 2018A-4 Bonds and the Series 2018A-5 Bonds.

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

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

"Series 2018A-3 Bonds" means the Oconee County Industrial Development Authority Revenue Bonds (Presbyterian Village Athens Project) Entrance Fee Series 2018A-3 issued by the Authority in an aggregate principal amount of \$10,000,000.

"Series 2018A-4 Bonds" means the Oconee County Industrial Development Authority Revenue Bond (Presbyterian Village Athens Project) Bank Bought Construction Series 2018A-4 issued by the Authority in an aggregate principal amount not to exceed \$40,000,000.

"Series 2018A-5 Bond Documents" means the Master Indenture, the Supplemental Indenture, the Series 2018A-5 Bond Indenture, the Loan Agreement, the Note, the Deed to Secure Debt, the Continuing Covenant Agreement, the Guaranty and the Liquidity Support Agreement.

"Soft Costs" means all capitalized interest on the Series 2018A-5 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 3.6(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, the Series 2018A-5 Lender and the Administrative Agent to execute and perform this Agreement, the Obligor represents, covenants and warrants to the Construction Consultant, the Series 2018A-5 Lender and the Administrative Agent 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 Series 2018A-5 Bond Indenture or the Master Trustee pursuant to the Deed to Secure Debt, which could materially adversely affect the ability of the Obligor to complete the Project, which could materially adversely affect the ability of the Obligor to perform its obligations under the Series 2018A-5 Bond Documents, which would constitute a default or event of default under any of the Series 2018A-5 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 Obligor 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 Obligor 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 and the Administrative Agent, the Premises do not contain any underground storage tanks.
- (d) This Agreement and any budgets, schedules, opinions, certificates, General Contractor's statements, applications, affidavits, agreements, Construction Documents and other materials submitted to the Bond Trustee, the Administrative Agent or the Series 2018A-5 Lender in connection with or in furtherance of this Agreement by or on behalf of the Obligor 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 Obligor 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 Obligor 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 Obligor 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 2018A-5 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 for will, in addition to the requirements of the Loan Agreement, be in the form of <u>Exhibit A</u> and comply with the terms and conditions of this Agreement and will be submitted to the Administrative Agent who will promptly provide copies thereof to the Series 2018A-5 Lender.

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

- At least ten (10) Business Days before the requested date of each advance of Series 2018A-5 Bond proceeds made under the Project Budget for Hard Costs, the Obligor shall deliver a Disbursement Request to the Administrative Agent, executed by an Authorized Representative, together with such additional information (such as paid receipts, invoices, statements of accounts, etc.) as the Administrative Agent may reasonably require to assure that amounts requisitioned are to be used to reimburse the Obligor for Project Costs previously paid by the Obligor or to pay costs incurred by the Obligor 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 satisfactory to the Administrative Agent as the Administrative Agent shall request supporting such use of funds. The Obligor shall be entitled to an advance only in an amount approved by the Administrative Agent in accordance with the terms of this Agreement and the other Series 2018A-5 Bond Documents. The Series 2018A-5 Lender shall not be required to make advances more frequently than once each calendar month. The Administrative Agent shall provide the Series 2018A-5 Lender with a copy of the Disbursement Request and AIA Document G-702 and G-703 and, to the extent available, the Construction Consultant's report described in Section 3.2(b) below promptly upon receipt by Administrative Agent hereunder.
- (b) Following receipt and approval of a Disbursement Request, all supporting documentation and information required by the Administrative Agent, and receipt and approval of a written report from the Construction Consultant satisfactory to Administrative Agent (including as to the matters described in **Section 3.7(a)**, and containing details with respect to the Project as a whole, as well as the independent living component of the Project), the

Administrative Agent will determine the amount of any advance the Series 2018A-5 Lender shall make in accordance with this Agreement, the Series 2018A-5 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 (and containing details with respect to the Project as a whole, as well as the independent living component of the Project). The Construction Consultant consents to the Obligor's use and distribution of such monthly report pursuant to the Obligor's continuing disclosure obligations with respect to the Series 2018A-5 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 Obligor will submit each Disbursement Request for the payment of Soft Costs to the Administrative Agent 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. Funding. The Series 2018A-5 Lender shall, only upon the satisfaction, as determined by Administrative Agent in its good faith business judgment, of all applicable conditions of this Agreement and the Series 2018A-5 Bond Documents, be required to make the requested advance to the Obligor (in the amount determined by the Administrative Agent in accordance with **Section 3.2(b)**) on a Business Day within ten (10) Business Days after such satisfaction.
- Section 3.5. Funding. The Series 2018A-5 Lender shall, only upon the satisfaction, as determined by Administrative Agent in its good faith business judgment, of all applicable conditions of this Agreement and the Series 2018A-5 Bond Documents, make the advance requested in the each Disbursement Request (in the amount determined by the Administrative Agent in accordance with this Agreement) on a Business Day within ten (10) Business Days after such satisfaction. The Series 2018A-5 Lender will make available each advance to the Obligor by promptly crediting the amount that it receives in like funds by the close of business on such date to the Bond Trustee, for deposit by the Bond Trustee to the Construction Fund for the costs of construction of the Project and the costs of issuance of the 2018 Bonds.
- Section 3.6. <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 2018A-5 Bond Documents, the following conditions must be satisfied:
- (a) <u>Title Policy</u>. The Administrative Agent must receive a Mortgagee Policy of Title Insurance issued to the Master Trustee in an amount satisfactory to the Master Trustee and the 2018A-5 Lender ("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 Series 2018A-5 Lender shall require.

- (b) <u>Survey</u>. The Administrative Agent and the Title Company must receive and approve a survey of the Premises.
- (c) <u>Insurance Policies</u>. The Administrative Agent must receive and approve 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 Obligor and the Underwriter. Without limiting the generality of the foregoing, such policies shall include all insurance required to be carried by the Obligor under the Series 2018A-5 Bond Indenture and the Series 2018A-5 Bond Documents, the Construction Contract, subcontracts and any leases affecting the Project.
- (d) <u>Cost and Plan Review</u>. The Administrative Agent shall be satisfied, based upon the cost and plans review prepared by the Construction Consultant, that the Project can be completed by a date no later than the Completion Date with the balance of the proceeds of the Series 2018A-5 Bonds then available for advance pursuant to the terms of this Agreement and the other Series 2018A-5 Bond Documents, the balance of the proceeds of the Series 2018 Bonds (other than the Series 2018A-5 Bonds) and other funds which the Administrative Agent is reasonably satisfied are available to the Obligor.
- (e) <u>Utilities; Licenses; Permits</u>. The Administrative Agent 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 Obligor shall provide evidence, satisfactory to the Administrative Agent, that as the construction progresses the Obligor will promptly obtain and deliver to the Administrative Agent 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 2018A-5 Bonds shall be delivered promptly to the Administrative Agent and the Construction Consultant upon issuance of any such Permit.

- (f) Geotechnical Report. The Administrative Agent shall have received a geotechnical report satisfactory to the Administrative Agent and the Construction Consultant prepared in accordance with current industry standards by a licensed soil engineer acceptable to the Administrative Agent and 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.
- 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 Administrative Agent and the Construction Consultant that the Plans and Specifications have been approved by the General Contractor and sureties (and containing details with respect to the Project as a whole, as well as the independent living component of the Project).
- (h) <u>Architect's Certificate</u>. The Administrative Agent shall have received an Architect's Certificate from each Architect substantially in the form attached hereto as <u>Exhibit</u> <u>D</u>.
- (i) <u>Engineer's Certificate</u>. The Administrative Agent 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 Administrative Agent 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

Administrative Agent and 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 Obligor shall furnish detailed studies, designs, budgets and schedules, construction contracts and any other information that the Administrative Agent and the Construction Consultant shall require with respect to such additional work from responsible parties. Subcontracts shall be delivered to the Administrative Agent and the Construction Consultant promptly upon execution thereof.

- (k) <u>Architects', Engineer's and Contractors' Contracts</u>. The Administrative Agent shall have received copies of the executed Architects' Contract and any other engineer's or contractor's contracts with the Obligor, which must provide that the Obligor will have license to reproduce and use the Plans and Specifications on or before a date acceptable to the Administrative Agent and the Construction Consultant.
- (l) <u>Payment and Performance Bonds</u>. The Administrative Agent 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 Administrative Agent shall have received and approved a copy of the Environmental Study. The Obligor shall be required to follow any recommendations contained therein, as required by the Series 2018A-5 Bond Documents.
- (n) Proceeds of Series 2018 Bonds. The Administrative Agent shall have received satisfactory evidence of the disbursement of the entirety of the proceeds of the Series 2018A-1 Bonds, the Series 2018A-2 Bonds and the Series 2018A-3 Bonds to the Obligor, and of the use of such proceeds by the Obligor consistent with the Project Budget. The Administrative Agent shall have received satisfactory evidence of the disbursement of the portion of the proceeds of the Series 2018A-4 Bonds required by the Project Budget, and of the use of such proceeds by the Obligor consistent with the Project Budget.
- Section 3.7. <u>Requirements for Each Disbursement Request</u>. Each Disbursement Request will be subject to, and the Obligor will be responsible for submitting to the Administrative Agent, or the Administrative Agent shall receive, as applicable, satisfactory proof of compliance regarding the following:
- (a) <u>Construction Consultant Report</u>. The Administrative Agent 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 advance is being requested is in accordance with the applicable contract, the amount of the advance requested represents work in place based on on-site 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 Administrative Agent, 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 General 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 General Contractor's subcontractors for work performed by them which is covered by the immediately-preceding Disbursement Request.
- (d) Materials for the Project. The Obligor 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 Obligor, free from all Liens (except Permitted Liens, as defined in the Master Indenture) upon payment by the Obligor 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 Administrative Agent and 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 Obligor will deliver to the Administrative Agent and the Construction Consultant copies of any contracts, bills of sale, paid invoices, statements or agreements under which the Obligor claims title to any materials used in the construction of, or incorporated or to be incorporated into, the Project (and containing details with respect to the Project as a whole, as well as the independent living component of 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 Obligor and invoices complete with each item listed and priced are provided to the Administrative Agent and the Construction Consultant;
- (iii) the Obligor 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 Administrative Agent.
- (e) <u>Statement of Expenditures</u>. Except with respect to Disbursement Requests for Soft Costs, if requested by the Administrative Agent or the Construction Consultant, receipt of a statement of the Obligor and the applicable Contractor, in form and substance reasonably satisfactory to the Administrative Agent and 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 (and containing details with respect to the Project as a whole, as well as the independent living component of the Project).
- (f) Representations and Warranties. The Obligor certifies that the representations and warranties made in the Disbursement Request or which are contained in any of the Construction Documents or the Series 2018A-5 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 2018A-5 Bond Documents), and no event which with the giving of notice or lapse of time, or both, would constitute an 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) Survey. Within 30 days of the completion of the building foundation for the independent living component of the Project, the Obligor has delivered to the Administrative Agent and 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 independent living component of 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 General 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 Obligor 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 Obligor) as required by the Series 2018A-5 Bond Indenture.
- (j) <u>Permits</u>. If requested by the Administrative Agent 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 Administrative Agent or the Construction Consultant.
- Section 3.8. 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 Contract as retainage ("Retainage") for Hard Costs, in addition to satisfaction of the other conditions set forth in of this Agreement, the Obligor shall furnish the items listed below to the Administrative Agent and 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 Administrative Agent) 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 General Contractor and all subcontractors under the Construction Contract in a form reasonably acceptable to the Administrative Agent.
- (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 Administrative Agent 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 General 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 General 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 General Contractor have received lien waivers or releases from such subcontractors and materialmen in a form acceptable to the Title Company and the Administrative Agent; that the General 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 Administrative Agent may require.

- (f) Obligor Officer's Certificate. A certificate of an Authorized Representative of the Obligor acceptable to the Administrative Agent 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 2018A-5 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 Administrative Agent.
- (h) <u>Permanent Insurance</u>. The Obligor shall have furnished to the Master Trustee and the Administrative Agent permanent insurance in form and amount and with companies in accordance with the requirements of the Master Indenture, the Series 2018A-5 Bond Indenture and the Series 2018A-5 Bond Documents.
- (i) <u>As-Built Plans and Specifications</u>. The Obligor has received as-built Plans and Specifications for the Project and has provided copies thereof to the Master Trustee, the Administrative Agent and the Series 2018A-5 Lender.
- (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 Obligor. The Title Company shall provide a report directly to the Master Trustee and the Administrative Agent.

- (k) <u>Compliance with Agreement</u>. All other requirements of this Agreement shall have been complied with.
- Section 3.9. <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 Obligor for Project Costs described in the Project Budget and actually incurred by the Obligor. 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 3.7(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 3.7(d) above), less Retainage. Disbursements withheld as Retainage will be advanced only upon satisfaction of the conditions set forth in Section 3.8 above.
- (b) <u>Change Orders</u>. The Obligor 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 Obligor to and approved by the Administrative Agent and 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 Obligor shall procure appropriate amendments to any Performance and Payment Bonds in effect with respect to the Construction Contract 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 Obligor 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 Administrative Agent and Construction Consultant, (2) the Administrative Agent 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 (6) the Obligor delivers the supporting documentation for the applicable cost savings to Administrative Agent with the Disbursement Request immediately preceding such reallocation.
- (d) No Revisions of Project Budget and Completion Schedule. 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 Administrative Agent and the Series 2018A-5 Lender.

ARTICLE 4

THE ADMINISTRATIVE AGENT

Section 4.1. <u>Appointment of Administrative Agent</u>. The Series 2018A-5 Lender irrevocably appoints SunTrust Bank as the Administrative Agent and authorizes it to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent, together with all such actions and powers that are reasonably incidental thereto.

Nature of Duties of Administrative Agent. The Administrative Agent Section 4.2. shall not have any duties or obligations except those expressly set forth in this Agreement. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default, as defined in the Series 2018A-5 Bond Documents, has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except those discretionary rights and powers expressly contemplated by this Agreement that the Administrative Agent is required to exercise in writing by the Series 2018A-5 Lender, and (c) except as expressly set forth in this Agreement, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Obligor that is communicated to or obtained by the Administrative Agent. The Administrative Agent shall not be liable for any action taken or not taken by it or the Construction Consultant in the absence of the Administrative Agent's own gross negligence or willful misconduct. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default, as defined in the Series 2018A-5 Bond Documents, unless and until written notice thereof (which notice shall include an express reference to such event being a "Default" or "Event of Default" hereunder) is given to the Administrative Agent by the Obligor or the Series 2018A-5 Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements, or other terms and conditions set forth in this Agreement, (iv) the validity, enforceability, effectiveness or genuineness of any Series 2018A-5 Bond Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent. The Administrative Agent may consult with legal counsel (including counsel for the Obligor) concerning all matters pertaining to such duties.

Section 4.3. <u>Lack of Reliance on the Administrative Agent</u>. The Series 2018A-5 Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. The Series 2018A-5 Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other lender and based on such documents and information as it has deemed appropriate, continue to make its own decisions in taking or not taking of any action under or based on this Agreement, any related agreement or any document furnished hereunder or thereunder.

Section 4.4. Certain Rights of the Administrative Agent. If the Administrative Agent shall request instructions from the Series 2018A-5 Lender with respect to any action or actions (including the failure to act) in connection with this Agreement, the Administrative Agent shall be entitled to refrain from such act or taking such act, unless and until it shall have received instructions from the Series 2018A-5 Lender; and the Administrative Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, the Series 2018A-5 Lender shall not have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder in accordance with the instructions of the Series 2018A-5 Lender where required by the terms of this Agreement.

Section 4.5. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed, sent or made by the proper Person. The Administrative Agent may also rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (including counsel for the Obligor), independent public accountants and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of such counsel, accountants or experts.

Section 4.6. Successor Administrative Agent.

- (a) The Administrative Agent may resign at any time by giving notice thereof to the Series 2018A-5 Lender and the Obligor. Upon any such resignation, the Series 2018A-5 Lender shall have the right to appoint a successor Administrative Agent, subject to the approval by the Obligor provided that no Default or Event of Default shall exist at such time. If no successor Administrative Agent shall have been so appointed, and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of resignation, then the retiring Administrative Agent may, on behalf of the Series 2018A-5 Lender, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States of America or any state thereof or a bank which maintains an office in the United States, having a combined capital and surplus of at least \$500,000,000.
- (b) Upon the acceptance of its appointment as the Administrative Agent hereunder by a successor, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. If within 45 days after written notice is given of the retiring Administrative Agent's resignation under this **Section 4.6** no successor Administrative Agent shall have been appointed and shall have accepted such appointment, then on such 45th day (i) the retiring Administrative Agent's resignation shall become effective, (ii) the retiring Administrative Agent shall thereupon be discharged from its duties and obligations under this Agreement and (iii) the Series 2018A-5 Lender shall thereafter perform all duties of the retiring Administrative Agent hereunder until such time as the Series 2018A-5 Lender appoints a successor Administrative Agent as provided above. After any retiring Administrative Agent's resignation hereunder, the provisions of this

Article shall continue in effect for the benefit of such retiring Administrative Agent and its representatives and agents in respect of any actions taken or not taken by any of them while it was serving as the Administrative Agent.

ARTICLE 5

MISCELLANEOUS

Section 5.1. Notices.

(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 Obligor: 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 Master Trustee: Branch Banking and Trust Company

223 West Nash Street

Wilson, North Carolina 27893 Attention: Corporate Trust Services

Telephone: (704) 838-8915 Facsimile: (252) 246-4303 Email: crhodebeck@bbandt.com If to the Administrative Agent: SunTrust Bank

401 Commerce Street

Suite 400

Nashville, Tennessee 37219 Attention: Randall Loggins

Email: Randall.Loggins@SunTrust.com

If to the Series 2018A-5 Lender: STI Institutional & Government, Inc.

401 Commerce Street

Suite 400

Nashville, Tennessee 37219 Attention: Randall Loggins

Email: Randall.Loggins@SunTrust.com

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

- (b) Each party hereto agrees that the Administrative Agent may, but shall not be obligated to, make Communications (as defined below) available to the parties hereto by posting the Communications on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar Electronic System. Any Electronic System used by the Administrative Agent is provided "as is" and "as available." The Administrative Agent does not warrant the adequacy of such Electronic Systems and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by the Administrative Agent in connection with the Communications or any Electronic System. In no event shall the Administrative Agent have any liability to any other party hereto for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Administrative Agent's transmission of communications through an Electronic System. "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Construction Consultant or any party hereto or the transactions contemplated therein which is distributed by the Administrative Agent 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 the Administrative Agent 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 Obligor may provide the Construction Consultant's reports to the Underwriter to be posted on EMMA for the holders of the Series 2018A-5 Bonds.

Section 5.2. <u>Indemnification</u>. The Obligor shall indemnify the Administrative Agent, the Series 2018A-5 Lender, their respective Affiliates and their respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors or other representatives of the Administrative Agent (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 an Indemnitee or asserted against an Indemnitee in connection with, or as a result of execution or delivery of this Agreement and the performance by the Administrative Agent or other Indemnitee of its 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 Indemnitee or (ii) a claim brought by the Obligor against the Indemnitee 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 WARRANTS AND REPRESENTS 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 unmodifiable, 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 Obligor 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 Administrative Agent on behalf the Series 2018A-5 Lender.
- (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 Administrative Agent shall promptly appoint a successor Construction Consultant with the consent of the Series 2018A-5 Lender, which consent will not be unreasonably withheld. The Administrative Agent shall notify the Series 2018A-5 Lender writing of the appointment of a successor Construction Consultant.

Section 5.8. Intentionally Deleted.

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.

[Signature pages follow]

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

INC.	
By: Name: Title:	Frank M. M. Elroy, Jr.
NEWE	BANKS & COMPANY, INC.
By:	
Name:	
TD:41	
Title:	
STI IN	ISTITUTIONAL & GOVERNMENT, as holder of the Series 2018A-5 Bonds
STI IN	ISTITUTIONAL & GOVERNMENT, as holder of the Series 2018A-5 Bonds
STI IN	ISTITUTIONAL & GOVERNMENT, as holder of the Series 2018A-5 Bonds
STI IN INC., &	ISTITUTIONAL & GOVERNMENT, as holder of the Series 2018A-5 Bonds
STI IN INC., & By: Name: Title:	ISTITUTIONAL & GOVERNMENT, as holder of the Series 2018A-5 Bonds
STI IN INC., & By: Name: Title:	ISTITUTIONAL & GOVERNMENT, as holder of the Series 2018A-5 Bonds RUST BANK, as Administrative Agent
STI IN INC., & By: Name: Title:	ISTITUTIONAL & GOVERNMENT, as holder of the Series 2018A-5 Bonds RUST BANK, as Administrative Agent
STI IN INC., a By: Name: Title: SUNT	ISTITUTIONAL & GOVERNMENT, as holder of the Series 2018A-5 Bonds RUST BANK, as Administrative Agent

WESTMINSTER PRESBYTERIAN HOMES,

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

WESTMINSTER PRESBYTERIAN HOMES, INC.
By: Name: Title:
NEWBANKS & COMPANY, INC.
By: Bloward Name: Brown 5. Howard Title: V. P.
STI INSTITUTIONAL & GOVERNMENT, INC., as holder of the Series 2018A-5 Bonds
By: Name: Randall Loggins Title: Senior Vice President
SUNTRUST BANK, as Administrative Agent
By: Name: Randall Loggins Title: Senior Vice President

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

WESTMINSTER PRESBYTERIAN HOMES, INC.
By: Name: Title:
NEWBANKS & COMPANY, INC.
By: Name: Title:
STI INSTITUTIONAL & GOVERNMENT, INC., as holder of the Series 2018A-5 Bonds
By: Name: Randall Loggins Title: Senior Vice President
SUNTRUST BANK, as Administrative Agent
By: Mame: Randall Loggins Title: Senior Vice President

EXHIBIT A

FORM OF DISBURSEMENT REQUEST FOR PAYMENT

To: SunTrust Bank, as Administrative Agent

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 "Obligor"), NEWBANKS & COMPANY, INC., a Georgia corporation (the "Construction Consultant"), STI INSTITUTIONAL & GOVERNMENT, INC., a Delaware corporation (the "Series 2018A-5 Lender"), and SUNTRUST BANK, a Georgia banking corporation, as administrative agent for the 2018A-5 Lender (the "Administrative Agent").

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

The undersigned Obligor here requests	s a disbursement of Series 2018A-5 Bond proceeds
in the aggregate amount of \$	to be advanced by the Series 2018A-5 Lender.
The Series 2018A-5 Lender is hereby	authorized and directed to make an advance of the
Series 2018A-5 Bond proceeds in the aggrega	te amount of \$, as specified in the
Itemized Statement of Costs on Schedule A at	tached hereto and pursuant to the Disbursement
Agreement (and containing details with respec	et to the Project as a whole, as well as the

independent living component of the Project). The undersigned Authorized Representative of the Obligor hereby certifies to you on behalf of the Obligor 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 2018A-5 Bond Documents have been expended for Project Costs described in prior Disbursement Requests submitted by the Obligor. This Disbursement Request contains no items representing payment on account of any retained percentage required to be retained by the Obligor 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 Obligor 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 3.9(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 Obligor or has been filed, or if any notice of any such lien or encumbrance upon the Mortgaged Property has been received by the Obligor or has been filed, such lien or encumbrance has been discharged or dissolved or the Obligor is contesting the same in the manner provided in the Series 2018A-5 Bond Documents (attached hereto are waivers of such mechanics' liens).
- (10) The amount remaining on deposit in the Construction Fund for the Series 2018A-5 Bonds at the end of the month immediately preceding the date of this Disbursement Request, and the amount of investment earnings estimated by the Obligor to be deposited therein over the remainder of the construction period, and the amount remaining to be advanced under the Series 2018A-5 Bonds, is set forth below:

CONSTRUCTION FUND BALANCE	
Construction Fund – Series 2018A-5 Bond Indenture	\$
Estimated Investment Income	\$
SERIES 2018A-5 BONDS Amount Available to be Advanced	\$
Balance of Available Series 2018A-5	
Bond Proceeds	\$

- (a) The "Balance of Available Series 2018A-5 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 Obligor has delivered to the Master Trustee and the Administrative Agent any requested title bring down and endorsement that comply with the requirements of Section 3.7(b) of the Disbursement Agreement.
- (12) All other applicable requirements of the Disbursement Agreement and the Series 2018A-5 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 Obligor 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 Obligor 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 Series 2018A-5 Bond Indenture subject to Permitted Liens.
- (16) The representations and warranties contained in the Disbursement Agreement and the Series 2018A-5 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 2018A-5 Bond Documents or would, with the passage of time or the giving of notice, or both, constitute an Event of Default under any Series 2018A-5 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 Obligor, the Project or the General Contractor, which litigation or proceedings is material (or which, in the case of the General Contractor, could materially affect the completion of the Project).
- (19) If final payment for remaining Retainage is included in this Disbursement Request, the Obligor certifies that all of the requirements specified in Section 3.8 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 2018A-5 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 2018A-5 Bonds or being used to pay costs of issuing the Series 2018A-5 Bonds.

WESTMINSTER PRESBYTERIAN HOMES, INC.

By:	
Name:	
Title:	

SCHEDULE A

ITEMIZED STATEMENT OF COSTS

Hard Costs

Budget Line Item	Payable To	Amount
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	oved by Contract	or	
The _	day of	, 20	
	The undersign	ed, as Contractor, co	ertifies to the Administrative Agent that:
	only), 6, 7, 8 (to the extent of Contractor's ac G702 and G70 Request") are to (2)	o the extent of Con ontractor's actual k ctual knowledge as 3 to be included in crue, correct and con the items set forth of	made in paragraphs 5 (with respect to Hard Costs tractor's actual knowledge as of the date hereof), 9 (to nowledge as of the date hereof) and 18 (to the extent of of the date hereof) with respect to the attached Forms Disbursement Request No (the "Disbursement mplete; and on Schedule A (with respect to Hard Costs only) to the orrect and complete.
			[]
			By:
			Name:
			Title:

ATTACHMENT B

CERTIFICATE OF CONSTRUCTION CONSULTANT

[Required for Disbursement Requests for Hard Costs]

Approved	by the Cons	struction Consultant	
Theda	ay of	20	
The under	rsigned, as th	ne Construction Con	sultant, certifies to the Administrative Agent that:
20	ith respect to	o Hard Costs only),	e in paragraphs 4 (with respect to Hard Costs only), 5 6 and 10 in the Disbursement Request dated, are true, correct and complete to the best of its
Ha wa	voices, payro ard Costs cor aivers from t	oll records or other evered by the Disburs the Contractor and so	onsultant has received copies of bills, paid invoices, evidence to its satisfaction supporting each item of the sement Request and satisfactory lien releases and ubcontractors for the work for which funds are o receipt of payment of the funds requested);
	, .	ents and procedures	onsultant has received satisfactory proof of compliance s required under Section 3.2 of the Disbursement
	(4)	the undersigned her	reby 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	
limitations as are set forth in various provisi limitation Sections and, to extent of the duty of care standards in the A	by certifies that, subject to such qualifications and ions of the Architect's Contract, including without to the best of its knowledge, based upon and to the rehitects' Contracts and on such site visits and the Architects' Contracts and the data comprising
G702 and G703 executed by the Arc	lication for Payment contained in attached Forms chitect and the Contractor to be included in "Disbursement Request") is recommended for
(2) the obligations on according incurred and the amount requested is	count of which payment is to be made were properly s due and unpaid to the Contractor;
(3) the Contractor's Wor Application for Payment;	k has progressed as indicated in the Contractor's
(4) the quality of the Cor Documents;	ntractor's Work is in accordance with the Contract
(5) the Contractor is enti-	tled to payment of the amount certified;
	tect is not aware of any material impediments a of the Construction at the costs contemplated in the
• • • • • • • • • • • • • • • • • • • •	tect is not aware of any denials or expected denials of ired for the construction, completion and intended
	BATSON ASSOCIATES, INC.
	By:
	Name:

ATTACHMENT D

CERTIFICATE OF MANAGER RE: SOFT COSTS

[Required for Disbursement Requests for Soft Costs]

The undersigned, as Manager, certifies to the Administrative Agent 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 Stawork - Independent Living Apartments - Village Center October 31, 2016

	August 29, 2018 UPDATED ESTIMATES	OCTOBER 18, 2018 CLIRRENT GRIP ESTIMATE	COTOBER 21, 2018 CURRENT GRIP ESTIMATE	
Striwark	00.755, 667, 68	\$6 534 SE 100	\$8,902,800.00	
IL Apartments	\$25 401,410.00	\$34,129,148,00	\$25,1014(756.00	
Wilege Center	sit fra migao	\$20,957,771,000	\$41,72369200	
Latter of Intent (LCI)		\$4.871,490.00		
Total Project Cost	273,025,01000	\$15,283,528.00	\$75.10 1,257.00	

Previous Estimate

\$75,005,010.00

Total Project Cost

\$75,101,25700

Variance (Over/Under)

\$694,353.00

R.W. Alim, LLC

10012014



RWAller

Itemized Statement of the GMP

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	\$1,767,610.00
8	DOORS & WINDOWS	\$2,403,463.00
9	FINISHES	\$6,407,917.00
10	SPECIALTIES	\$ 594,023.00
11	EQUIPMENT	\$719,104.00
12	FURNISHINGS	
13	SPECIAL CONSTRUCTION	\$476,063.00
14	CONVEYING SYSTEMS	00.870,6952
15	MECHANICAL SYSTEMS	27,847,681.00
16	ELECTRICAL	\$3,624,884.00
17	LÖI Work Through November	\$1,175,993.00
_	CATEGORY TOTALS:	\$38,578,069.00



Building Permits & Fees	235,191.00
Insurance	25,357.00
Associated Fees	00. 198, 01
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. Allen Construction, LLC

10/31/2018

Presbyterian Village Athens Estimate \$13 Village Center - 10-31-18 GMP Estimate - Rev to Incl Certying Cost, LOI Items & VE Tieru 11/30

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l'arlumença & Paymont Bandi	125 424				FET '4U	CETE
Total		47,121,611			120.494 /5/	r



Value Engineering List Presbyterian Village

Apartments & Village Center Watkins villo, GA October 31, 2018

Grean Nightlight = Approved and Incorporated into Final Revesad GMP dated 16:18-18
White = Pending Approva! / Will be incorporated into Project PCO Log for Tracking
Gray = By Owner
Red Hightlight - DENED
Orang = Hightlight - Incorporated in Basic Bird & Final Revised GMP dated 10-18-18

Item #			V.E. Item Values	Accepted Ait. Amounts
1	histall binder course over eather road in trastructure.	PCO 1	\$ 304,591.00	\$0,00
,	CODEREQ D LANDSCAPING IS INCL	UDED / ALL SPEC	1A112ED	\$0.00
	LANDSCAPING IS IN DESIGN & WILL BE A	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	ÇUTURE ÇIV	JC \$0.00 ,
4	Install Pictic ball courts, (2 C4)	PCO 2	S 47,976.96	\$0.00
5	hasall Croquet court.(2.04)	PCO 3	5 77,504.36	\$2,00
6	hasan putting green & chipping area (2.04)	PCO 4	\$ 28,976.00	\$0.00
7	install baset souniein (2.04)	PCO 5	\$ 19,500,00	\$0.00
	indian sand trap. [2.04]	PCO 6	\$ 3,870,00	\$0,00
		PCO 7		\$0.00
g	habs (3) (4e pris (2.04)	PCO 8	\$ 25,000.05	\$0.00
10	Install arbors A', '8', & 'C', Q.04]	PCO 9	\$ 25,000.00	\$0.00
11 -1:00:04:00:05:05:05:05	Add tenches (total of 15, price is pereach)(2.04)	PCO 3	\$ 350.00	CONTRACTOR OF THE PARTY OF THE
12	Deletechains (total of 14, price); per each (2.04)		\$ (650.00)	14 (\$9,100)
13	Provide concrete sidewalk in linu of antiqued povers (2.04)	THE RESERVE OF THE PERSON OF T	\$ (64,231,23)	\$0.00
14	Revise Apartment construction to wood framing in lieu of current construction. or operal for the Apartments (2.05)		\$ (2,070,615.00)	\$0.00
15	Reduce covered jurking from 100 to 46 porking spaces by eleminating podum of and contenting to dish-on-grade (Incorporated into taxe approxist) [180]	rinder North and East wings	\$ 12.226.928.001	\$0.00
16	Add additional poderm slab to create an additional (2) parking spaces, (30) got! VC becoment	cart spaces and connection to	5 465,600,00	\$0.00
17	Committe green roof at boding dock, (arrest tool to, and pleasing) digital title and sub-specific (105)	ecoperated are contained	\$ (216.00)	\$0.00
15 20	It has post tensfored contrate elevated table in the parking grape podium distructure. (Incorporated into our base proposal for the project(2:07) Provide a Charoline brick selection to mut of the specified brick.	b and the Village Coppe	\$ {721,992.00} \$ {26,253.00}	\$0.00 \$0.00
	學是自然的大學學的學學學可以可以可以	ferter 新世 新安全	138 × 358	\$0.00
22	Delete 1/2" glate mat under 3 1/2" nailable sool bas a st Apertments.	A CONTRACTOR OF THE PARTY OF TH	5 (22,310.00)	A 34 Au C
17	Navde fre protection for the Apartment attic space.		\$ 166 A04 &1	\$0.00
	Downsize Central Livergy Plant Intrastructure (chitiers, boilers, etc.) due to elimi	nation of (30) and apartment		\$0.00
28	bilding (2 03)		\$ (40,000,00)	
31A	Riox ide Alternative VI lighting package in tieu of Specified (Initial Savings = \$23	E 295 - VIII PCO 9	5 .	\$0.02
318	Fro. sig Alternative VI lighting good age in Lieu of Specified (Initial Savings = \$17	PCO 10	s .	\$0,00
	(2) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2	NAME OF THE PARTY OF THE PARTY.	以诗·兴之以 (1956)。	\$0.00
	Provide more lands one behave in less of bolland and only use list time		and the costs	25402.030907 io-555.4
37	Provide more landscape lighting in lieu of bolland and gole site lighting Reduce generator size due to reliable power.		\$ (100,000,00) \$ (75,600,00)	\$6.00



Value Engineering List Presbyterian Village

Apartments & Village Center Watkinsville, GA October 31, 2013

Green Highlight - Approved and incorporated into Final Revised GMP dated 10-18-18
White - Pending Approval / Will be incorporated into Project PCO Log for Tracking
Gray - By Owner
Red Highlight - DENED

itom #			V.E. Item Values		epted Alt. Amounts
35	Lk due Aquatharm prong in the specified groung on the Village Center.	3	(72,000,00)	1	(\$72,000.00
36	Deminute roof drain cle anguts at leader line connection I and only have cleanouts at bends in the man line.	5	(41,922.00)		(\$41,922.00
17	Install CPVC water large above glade in Neu of coaper in the Village Center	4	(130,200,00)		(\$130,2000
	Install CPVC water large above grade in liqu of copper in the Apartments.	5	(121.550.00)	1	(\$121,550.0
39	Demissac (1) tresh chute.	\$	(00.000,08)	S. P.	\$0.00
40A	Provide Loytec Controls Package in Lieu of ALC controls. (Vilage Center) PCO 11	s	9		\$0.00
408	Provide Loyers Controls Package in Lieu of ACC controls (Apartments)	s	14		\$0,00
41	Provide alternate planning factor as in lieu of specified factores	5	1107, 291,001	No.	\$0.00
AZA	Provide Magni Aquadelesse in New of Schiker Diva at Apartments	s	(11,664,00)	11	(\$11,664.00
428	Promise Mage: Aquade finue in Seu of Schilder Data at Village Center	1	(15.425.00)	1	\$18,425.00
420	Membe water school earlier a set, or school a para at a seelle, or use,	Ĺ	(33,2220)		
44	Provide CMU walk in parking garage in lieu of concrete.	5	(104,000,00)	11	(\$10-1.000)
45	Provide 1" a 6" Wood Base in Lieu of AB-1 Base in the Apartments as Specified	5	32,178.40		\$32,178.4
46A	Provide Park City Ozad: Highlands in Lieu of WO-1 (rectained wood) in 1st Repr Lothy & Comidon, Chapel & Auditonum Stage: 2nd Floor Pub & Silbands, 3rd Admin. Corridor (Village Center)	5	(79,050,00)	影響	(\$79,050,d
468	Provide Park City Ozark Highlands in Linu of WD-1 (reclaimed wood) in Foyer (Apartments)	5	(5,115,00)		\$5,115.00
AND SHORT		100	在扩放		\$18.837.0
AR S	Provide Dathie Portfolio/Noor 12 x 26 in Lieu of T-30 24 x 24 Title in Apartments	5	(18,837,00)	\$155	6 28,117.0
49	Provide Trininy Yukon 12mm Product with 2mm Sylent Pad in Lieu of LVP-1 in Apartments	\$	(28,117,03)	\$2500	Tract No. 10
	PCO 13		- 1		\$0.00
51A	Rowide Windsor Pado Doots in Lieu of Andérson & Apartments (awaiting sample impection)	\$	(00.020.001)	-	\$0,00
210	Provide Windsor Entry Depris in Lieu of Anderson @ Apartments Jawa Hingsample Impection) PCO 15	5		-	\$0.00
51C	Royide Windsor Windows in Lieu of Anderson @ Apartments (awaiting sample inspection)	5		_	\$0.00
SZA	Provide Windsor Patio Doors in Lieu of Anderson & Vinge Center (awaring sample impection)	5	(159,762.00)		\$0.00
52 B	Provide Windsor Entry Doors in Lieu of Anderson & Village Center (awaiting sample inspection)	5			\$0.00
ΩC.	Rewide Windsor Windows in Lieu of Anderson @ Vikinge Center (awaiting sample inspection) and an account of the content of the	\$			30.00
SSA	Concrete and Retain Excalation & Village Center	s	150,000.00	1	\$150,000
55.8	Concrete and Rebar Escalation & Apartments	5	50,000,00		\$50,000 0
SEA	lighting Package Escalation & Villago Conter	5	00,000,03	1	\$60,000.0
568	Ughting Parkage Escalation & Apartments	5	44,000.00	1	MI 2000
57	Provide Wood Doors in Lieu of Composite Doors at All Resident Entres in Apartments Only	5	(00.020,00)		(\$85,853.0
Sa	Metal Truss Escalation at Visiage Center	s	4,626,00	1	\$4,626.00
59	Additional Builder's Risk Premium for the Addition of \$1.5M in 5oh Custs to the Appriments	3	1,851.00	Ó	\$0.00



Value Engineering List Presbyterian Village

Apartments & Village Center Wattineville, GA October 31, 2018

Grown Hightight + Approved and Incorp enried Into Final Revised GMP dated 16-18-16
White is Panding Approved / Will be incorporated into Frence PCO Log-for Tracking
Gray = 6 y Owner
Red Hightight - GERED
Ominge Hightight - Incorporated in Base Bid & Final Revised GMP dated 10-18-18

item #		V.E. Item Values				
60	Add total Rock Removal from Benesth Apartments to Elev. 757.31	5	132,468.00	1	\$132,468.00	
61	Pool Escalation at Vill age Center	s	36,700.00	•	\$36,700.00	
a	Post 8rd Addendum 10/5/18 with Dectrical Adds for Apartments (smoke detector, breakers, & GFI outlets)	5	15,201.60	4	\$15,201,60	
		5	*		\$9.00	
		5			\$0.00	

GRAND TOTAL ESTIMATED BUIL	DING COST R	REDUCTION ACC	EPTE	D		(\$203.659.00)
Contractor's Original Estimate	of establish	- you municipal t	\$	7.0	75,855,610.00	
Estimated Alternates/Cost Reductions Accepted	State of the last	The state of the			(\$203,659.00)	

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

Number	Description	Date	Revision
	Volume I		的特別
CD-T100.1	TITLE SHEET - VOLUME 1	6/1/2017	
CD-T101	INDEX OF DRAWINGS	6/15/2018	1
CD-LS100	LIFE SAFETY - BASEMENT PLAN	6/15/2018	1
CD-L5101	LIFE SAFETY - FIRST FLOOR PLAN	6/15/2018	1
CD-L5102	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-S100.0	OVERALL BASEMENT LEVEL	6/11/2018	3
CD-S100.1	BASEMENT LEVEL - ENLARGED CORE	6/11/2018	3
CD-5100.3	BASEMENT LEVEL - ENLARGED SKILLED NURSING SOUTH	6/11/2018	3
CD-S100.4	BASEMENT LEVEL - ENLARGED PUB & BILLARDS/CONNECTOR	6/11/2018	3
CD-S100.4 CD-S100.5	BASEMENT LEVEL - PHYSICAL THERAPY		3
		6/11/2018	3
CD-S100.6	ENLARGED MECHANICAL YARD	6/11/2018	3
CD-5101.0	OVERALL FIRST FLOOR	6/11/2018	
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	4
CD-5101.4	FIRST FLOOR - ENLARGED PUB & BILLARDS/CONNECTOR	10/19/2018	4
CD-5101.5	FIRST FLOOR - ENLARGED PHYSICAL THERAPY	10/19/2018	4
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-S102.4	SECOND FLOOR - ENLARGED PUB & BILLARDSCONNECTOR	10/19/2018	4
CD-S102.5	SECOND FLOOR - ENLARGED PHYSICAL THERAPU	10/19/2018	
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-5103.3	THIRD FLOOR - ENLARGED SKILLED NURSING SOUTH	10/19/2018	4
CD-S103.4	ROOF FRAMING - ENLARGED PUB & BILLARDS/CONNECTOR	6/11/2018	3
CD-S103.5	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-S105.1	ROOF FRAMING - ENLARGED CORE	6/11/2018	
CD-S105.2	ROOF FRAMING - ENLARGED SKILLED NURSING NORTH	6/11/2018	
CD-S105.3	ROOF FRAMING - ENLARGED SKILLED NURSING SOUTH	6/11/2018	
CD-5301	SECTIONS & DETAILS	6/11/2018	
CD-5302	SECTIONS & DETAILS	6/11/2018	
CD-5303	SECTIONS & DETAILS	6/11/2018	
CD-5304	SECTIONS & DETAILS SECTIONS & DETAILS	10/19/2018	
	CONCRETE DETAILS	10/19/2018	
CD-5306	SECTIONS & DETAILS	10/19/2018	
CD-S309			

Number	Description	Date	Revision
CD-S500	SECTIONS & DETAILS	6/11/2018	3
CD-S501	SECTIONS & DETAILS	6/11/2018	3
CD-SS02	COOLING TOWER DETAILS	6/11/2018	3
CD-5503	SECTIONS & DETAILS	6/11/2018	
CD-A001	ROOF PLAN	6/15/2018	
CD-A002	ROOF PLAN	6/15/2018	
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	0
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	6/1/2017	٥
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	0
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	0
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	5/15/2018	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	
CD-A412	INTERIOR ELEVATION NOTES & CASEWORK SECTIONS	6/1/2017	
CD-A420	ENLARGED TOILET PLANS	6/15/2018	
CD-A500	DOOR AND FRAME SCHEDULE - BASEMENT AND FIRST FLOOR	6/1/2017	
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	1/26/2018	
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	1
CD-A701.1	PARTIAL FIRST FLOOR CEILING PLAN	6/1/2017	0
CD-A701.2	PARTIAL FIRST FLOOR CEILING PLAN	6/1/2017	0
CD-A701.3	PARTIAL FIRST FLOOR CEILING PLAN	6/1/2017	a
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 FLOOR 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
SERVICE COL	VOLUME II	是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	動門語
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	O
CD-ID100.4	LEVEL 3 - FLOOR PLAN	6/1/2017	0
CD-ID101.1	BASEMENT - FLOOR PATTERN PLAN	6/1/2017	0
CO-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	0
CD-ID103.3	WALL PROTECTION - LEVEL 2	6/1/2017	0
CD-ID103.4	WALL PROTECTION PLAN - LEVEL 3	6/1/2017	0
CD-(D103.5	WALL PROTECTION DETAILS	6/1/2017	
CD-ID104.1	FINISH SELECTIONS (PART ONE)	6/1/2017	
CD-ID104.2	FINISH SELECTIONS (PART TWO)	5/1/2017	
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	
CD-ID104.6	LEVEL 2 - FINISH SCHEDULE PART ONE	6/1/2017	
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	
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-P100.0	OVERALL BASEWENT FORM - DOMESTIC WATER & RATORAL GAS	0,1,2017	
CD-P100.1	PARTIAL BASEMENT FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
	PARTIAL BASEMENT FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P100.2	NOT USED	***************************************	
CD-P100.3	NOT USED	NA	NA
CD D100.4	PARTIAL BASEMENT FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	0
CD-P100.4	PARTIAL BASEMENT FLOOR FLOOR - DOMESTIC WATER & NATURAL GAS	6)1/2017	U
CD 0181 6	OVERALL FIRST FLOOR PLAN - DOMESTIC WATER & NATURAL GAS	6/1/2017	
CD-P101.0			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
	PARTIN SECOND SURGE SUAN PROPERTIES WATER & MATURAL SAS	C/4/2047	١.
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	Ð
0000			
CD-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	
CD-P103.2	PARTIAL THIRD FLOOR PLAN - DOMESTIC WATER	12/15/2017	
CD-P103.3	PARTIAL THIRD FLOOR PLAN - DOMESTIC WATER	12/15/2017	
CD-P200.0	OVERALL BASEMENT FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	
CD-P200.1	PARTIAL BASEMENT FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	
CD-P200.2	PARTIAL BASEMENT FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	
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	
CD-P201.2	PARTIAL FIRST FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	
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	
CD-P203.0	OVERALL THIRD FLOOR PLAN - STORM, SANITARY & VENT	6/1/2017	
CD-P203.1	PARTIAL THIRD FLOOR PLAN - STORM, SANITARY & VENT	12/15/2017	
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	
CD-P204.0	OVERALL MECHANICAL ATTIC PLAN - STORM, SANITARY & VENT	6/1/2017	-
CO-P300.0	OVERALL BASEMENT FLOOR PLAN - FIRE PROTECTION	6/1/2017	
CD-P301.0	OVERALL FIRST FLOOR PLAN - FIRE PROTECTION	6/1/2017	
CD-P302.0	OVERALL SECOND FLOOR PLAN - FIRE PROTECTION	6/1/2017	
CD-P303.0	OVERALL THIRD FLOOR PLAN - FIRE PROTECTION	6/1/2017	
CD-P304.0	OVERALL MECHANICAL ATTIC FLOOR PLAN - FIRE PROTECTION	6/1/2017	
CD-P400.0	TYPICAL SUITE - SANITARY & VENT AND DOMESTIC WATER	6/1/2017	
CD-P400.0	TYPICAL SUITE - SANITARY & VENT AND DOMESTIC WATER	12/15/2017	
CD-1-400.1	THE POST OF STREET, ST		
CD-P400.2	ENLARGED FLOOR PLAN - SANITARY & VENT AND DOMESTIC WATER	12/15/2017	1
CD-P400.3	ENLARGED FLOOR PLAN - SANITARY & VENT AND DOMESTIC WATER	6/1/2017	0
CD-P400.4	ENLARGED FLOOR PLAN - SANITARY & VENT AND DOMESTIC WATER	6/1/2017	0
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	٥
CD-P500.0	SANITARY & VENT ISOMETRIC VIEWS	6/1/2017	
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
CD-P500.6	SANITARY & VENT ISOMETRIC VIEW	6/1/2017	0
CD-P500.7	SANITARY & VENT ISOMETRIC VIEW	6/1/2017	0
CD-P500.8	SANITARY & VENT ISOMETRIC VIEW	5/1/2017	0
CD-M000.1	MECHANICAL LEGENDS, SCHEDULES, & NOTES	6/1/2017	O
CD-M000.2	MECHANICAL SCHEDULES	5/15/2018	3
CD-M000.3	MECHANICAL SCHEDULES	6/1/2017	0
CD-M000.4	MECHANICAL SCHEDULES	6/1/2017	+
CD-M000.5	MECHANICAL DETAILS	6/1/2017	0
CD-M000.6	MECHANICAL DETAILS	6/1/2017	0
CD-M000.7	MECHANICAL DETAILS	6/1/2017	0
CD-M000.8	MECHANICAL DETAILS	6/1/2017	0
CD-M000.10	CHILLED WATER SCHEMATIC	6/1/2017	
CD-M000.11	HOT WATER SCHEMATIC	6/1/2017	O

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	NA
CD-M100.4	PARTIAL BASEMENT PLAN - HVAC	6/1/2017	0
CD-M101.0	OVERALL FIRST FLOOR PLAN - HVAC	6/1/2017	0
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	C
CD-M101.4	PARTIAL FIRST FLOOR PLAN - HVAC	5/15/2018	3
CD-M102.0	OVERALL SECOND FLOOR PLAN - HVAC	6/1/2017	0
CD-M102.1	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	0
CD-M102.2	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	O
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	0
CD-M103.3	PARTIAL SECOND FLOOR PLAN - HVAC	6/1/2017	0
CD-M104.0	OVERALL MECHANICAL ATTIC PLAN - HVAC	6/1/2017	0
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	0
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	NA	NA
CD-M200.4	PARTIAL BASEMENT PLAN - PIPIING	6/1/2017	0
CD-M201.0	OVERALL FIRST FLOOR PLAN - PIPING	6/1/2017	0
CD-M201.1	PARTIAL FIRST FLOOR PLAN - PIPING	6/1/2017	0
CD-MZ01.2	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	a
CD-M202.0	OVERALL SECOND FLOOR PLAN - PIPING	6/1/2017	O
CD-M202.1	PARTIAL SECOND FLOOR PLAN - PIPING	6/1/2017	
CD-M202.2	PARTIAL SECOND FLOOR PLAN - PIPING	6/1/2017	0
CD-M202.3	PARTIAL SECOND FLOOR PLAN - PIPING	6/1/2017	O
CD-M202.4	PARTIAL SECOND FLOOR PLAN - PIPING	6/1/2017	0
CD-M203.0	OVERALL THIRD FLOOR PLAN - PIPING	6/1/2017	C
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
			0
CD-M204.0 CD-M204.1	OVERALL MECHANICAL ATTIC PLAN - PIPING PARTIAL MECHANICAL ATTIC PLAN - PIPING	6/1/2017 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	
CD-E000.2	LIGHT FIXTURE SCHEDULE	1/26/2018	
CD-E000.3	ELECTRICAL DETAILS	2/28/2017	0
CD-E000.4	LIGHTING CONTROLS	6/1/2017	0
CD-£000.5	ELECTRICAL SITE PLAN	2/28/2017	0
CD-£100.0	BASEMENT FLOOR PLAN - ELECTRICAL	6/1/2017	0
CD-E100.1	PARTIAL BASEMENT PLAN - ELECTRICAL	2/8/2018	2
CD-£100.2	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
CD-E101.2	PARTIAL FIRST FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E101.3	PARTIAL FIRST FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E101.4	PARTIAL FIRST FLOOR PLAN - ELECTRICAL	6/1/2017	
CD-E102.0	SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E102.1	PARTIAL SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	
CD-E102.2	PARTIAL SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	
CD-E102.3	PARTIAL SECOND FLOOR PLAN - ELECTRICAL	6/1/2017	
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	
CD-E103.2	PARTIAL THIRD FLOOR PLAN - ELECTRICAL	6/1/2017	2
CD-E103.3	PARTIAL THIRD FLOOR PLAN - ELECTRICAL	12/15/2017	
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	0
CD-E300.4	PARTIAL BASEMENT PLAN - LIGHTING	6/1/2017	0
CD-E301.0	FIRST FLOOR PLAN - LIGHTING	6/1/2017	D
CD-E301.1	PARTIAL FIRST FLOOR PLAN - LIGHTING	6/1/2017	2
CD-E301.2	PARTIAL FIRST FLOOR PLAN - LIGHTING	6/1/2017	0
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	

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	5/1/2017	
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	5/1/2017	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	6/1/2017	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-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-E700.2	PANEL SCHEDULES NORMAL BRANCH POWER	5/15/2018	3
CD-E700.3	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	5/1/2017	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
CD-K1.8	KITCHEN PLUMBING - SECOND & THIRD FLOOR	6/1/2017	0
CD-K1.9	FOOD SERVICE EQUIPMENT DETAILS	6/1/2017	0
CD-K1.10	FOOD SERVICE EQUIPMENT DETAILS	6/1/2017	0
CD-K1.11	FOOD SERVICE EQUIPMENT DETAILS	6/1/2017	0
CD-K1.12	FOOD SERVICE EQUIPMENT DETAILS	6/1/2017	
CD-IT000	INFORMATION TECHNOLOGY LEGEND/SHEET INDEX	6/1/2017	
CD-IT001.1	INFORMATION TECHNOLOGY RESPONSIBILITIES MATRIX - OF/OI	6/1/2017	
CD-IT001.2	INFORMATION TECHNOLOGY RESPONSIBILITIES MATRIX - OF/OI	6/1/2017	
CD-IT002.1	INFORMATION TECHNOLOGY I - HOOK/CABLE TRAY DETAILS	6/1/2017	
CD-IT002.2	INFORMATION TECHNOLOGY TYPICAL CONDUIT DETAILS	6/1/2017	0
CD-IT002.3	INFORMATION TECHNOLOGY MISC DETAILS	5/1/2017	
CD-ff002.4	INFORMATION TECHNOLOGY MISC DETAILS	6/1/2017	0

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CD-IT002.5	INFORMATION TECHNOLOGY TELEVISION DETAILS	6/1/2017	0
CD-IT002.6	INFORMATION TECHNOLOGY SINGLE DOOR AND SECURITY DETAILS	6/1/2017	0
CD-1T002.7	INFORMATION TECHNOLOGY SINGLE DOOR DETAILS	6/1/2017	0
CD-IT002.8	INFORMATION TECHNOLOGY DOUBLE DOOR DETAILS	6/1/2017	O
	INFORMATION TECHNOLOGY DOUBLE DOOR, PARAPET CAMERA, AND		
CD-IT002.9	INFANT SECURITY DETAILS	6/1/2017	0
CD-IT002.10	INFORMATION TECHNOLOGY A/V TYPICAL DRAWINGS	6/1/2017	О
CD-IT002.11	INFORMATION TECHNOLOGY TYPICAL ONE LINE DIAGRAMS	6/1/2017	0
	INFORMATION TECHNOLOGY TELECOMMUNICATIONS ROOM TYPICAL	- 40 /	_
CD-IT002.12	DETAILS	6/1/2017	0
СО-ПОО2.13	INFORMATION TECHNOLOGY TYPICAL HEADWALL ELEVATIONS	6/1/2017	0
CD-IT003.1	INFORMATION TECHNOLOGY TELECOMMUNICATIONS ROOMS	6/1/2017	0
CD-IT003.2	INFORMATION TECHNOLOGY TELECOMMUNICATIONS ROOMS	6/1/2017	0
CD-IT004	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	
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-IT1D1.1	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	٥
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-IT102.3	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	٥
CD-IT103.2	INFORMATION TECHNOLOGY THIRD FLOOR PLAN - AREA B	6/1/2017	0
CD-IT103.3	INFORMATION TECHNOLOGY THIRD FLOOR PLAN - AREA C	6/1/2017	
CD-SP-0	OVERALL PLAN LAYOUT "AQUATICS	2/28/2017	0
CD-SP-1	SPA COVER SHEET	2/28/2017	0
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-S	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	C

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CD-SP-12	BACKGLOW PREVENTION PIPIING SCHEMATIC	2/28/2017	0
CD-5P-13	POOL/SPA DETAILS	2/28/2017	0
CD-SP-14	POOL/SPA DETAILS AND GENERAL SPECIFICATIONS	2/28/2017	0
CD-SP-15	GENERAL NOTES AND HEALTH DEPT. REQUIREMENTS	2/28/2017	0
	SPECIFICATIONS	erer to her her bell	图制制数
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	0
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	
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	۵
047200	CAST STONE MASONRY	5/15/2018	0
051200	STRUCTURAL STEEL FRAMING	5/15/2018	0
053100	STEEL DECKING	5/15/2018	0
Q54000	COLD-FORMED METAL FRAMING	5/15/2018	
056440	COLD-FORMED METAL TRUSSES	5/15/2018	0
055000	METAL FABRICATIONS	5/15/2018	0
055113	METAL PAN STAIRS	5/15/2018	٥
055213	PIPE AND TUBE RAILINGS	5/15/2018	
057300	DECORATIVE METAL RAILINGS	5/15/2018	
057313	GLAZED DECORATIVE METAL RAILINGS	5/15/2018	
061000	ROUGH CARPENTRY	5/15/2018	
061053	MISCELLANEOUS ROUGH CARPENTRY	5/15/2018	
061600	SHEATHING	5/15/2018	
061753	SHOP-FABRICATED WOOD TRUSSES	5/15/2018	
062013	EXTERIOR FINISH CARPENTRY	5/15/2018	0

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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 PANEUNG	5/15/2018	0
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	0
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	0
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	O
088000	GLAZING	5/15/2018	0
088113	DECORATIVE GLASS GLAZING	5/15/2018	0
088300	MIRRORS	5/15/2018	O
088813	FIRE-RESISTANT GLAZING	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	0
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	O
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	5/15/2018	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	a
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	
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	
114000	FOOD SERVICE EQUIPMENT DETAILS	5/15/2018	0
115213	PROJECTION SCREENS	5/15/2018	
123530	RESIDENTIAL CASEWORK	5/15/2018	0
123623.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS	5/15/2018	0
123640	STONE COUNTERTOPS	5/15/2018	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	0
210529	HANGERS & SUPPORTS FOR FIRE SUPPRESSION PIPING EQUIPMENT	5/15/2018	0
211100	FIRE PROTECTION SYSTEMS	5/15/2018	0
213000	FIRE PUMPS	5/15/2018	0
220100	GENERAL PLUMBING REQUIREMENTS	5/15/2018	0
220529	HANGERS & SUPPORTS FOR PLUMBING PIPING & EQUIPMENT	5/15/2018	0
220553	IDENTIFICATION FOR PIPING AND EQUIPMENT	5/15/2018	0
220700	PLUMBING INSULATION	5/15/2018	0
221000	PLUMBING PIPING	5/15/2018	0
221123	PLUMBING PUMPS	5/15/2018	
223300	SEMI INSTANTANEOUS WATER HEATERS	5/15/2018	
224000	PLUMBING FIXTURES	5/15/2018	
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	
	HVAC INSULATION	5/15/2018	
230700	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC	5/15/2018	
230923	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS	5/15/2018	
230993		5/15/2018	
232113	VALVES	5/15/2018	
232114	HVAC PUMPS	5/15/2018	
232123	VARIABLE FREQUENCY MOTOR CONTROLLERS	5/15/2018	
232124		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		-
235200	GAS FIRED BOILERS	5/15/2018	
235719.13	HEAT EXCHANGERS	5/15/2018	-
236416	CENTRIFUGAL CHILLERS	5/15/2018	
236513	COOLING TOWERS	5/15/2018	
237513	ROOFTOP VAY CHILLED WATER AIR HANDLING UNITS	5/15/2018	
237514	VAV CHILLED WATER AIR HANDLING UNITS	5/15/2018	
237515	POOL AIR HANDLING UNITS	5/15/2018	
238200	ELECTRIC HEATERS	5/15/2018	
238201	HOT WATER HEATERS	5/15/2018	
238219	FAN COIL UNITS	5/15/2018	
260100	GENERAL ELECTRICAL REQUIREMENTS	5/15/2018	0

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	Q
262400	SERVICE & DISTRIBUTION - 600 VOLT	5/15/2018	0
262700	DEVICES	5/15/2018	0
262900	MOTOR CONTROLS & WIRING	5/15/2018	0
	EMERGENCY STANDBY GENERATOR (DIESEL) WITH PARALLELING		
263200	SYSTEMS	5/15/2018	0
264100	LIGHTNING PROTECTION	5/15/2018	0
265000	LIGHTING CONTROLS	5/15/2018	0
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
313116	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 "Obligor") – 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 as of December 22, 2015 (as amended, the "Contract") with the Obligor (also, the "Owner"). By this instrument the Architect hereby certifies to STI INSTITUTIONAL & GOVERNMENT, INC., a Delaware corporation (the "Series 2018A-5 Lender"), and SUNTRUST BANK, a Georgia banking corporation, as administrative agent for the 2018A-5 Lender (the "Administrative Agent"), 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 Series 2018A-5 Lender and the Administrative Agent, 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. The 2018A-5 Lender is not 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 the 2018A-5 Lender; (ii) the Master Trustee has taken assignment of the Contract; and (iii) the Master 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., the Series 2018A-5 Lender and the Administrative Agent (the "Disbursement Agreement") shall have the same defined meanings when such terms are used herein.

Dated:	
	BATSON ASSOCIATES, INC.
	By:
	Name:

EXHIBIT E

CERTIFICATE OF CONSTRUCTION CONSULTANT

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

The undersigned representative of NEWBANKS & COMPANY, INC., a Georgia corporation (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 "Obligor"), the Construction Consultant, STI INSTITUTIONAL & GOVERNMENT, INC., a Delaware corporation (the "Series 2018A-5 Lender"), and SUNTRUST BANK, a Georgia banking corporation, as administrative agent for the 2018A-5 Lender (the "Administrative Agent"), that:

(1) Agreement an	The Obligor has furnished all of the items in Section 3.2 of the Disbursement d
(2) Disbursement	All requirements and procedures required pursuant to Section 3.2 of the Agreement have been satisfied.
IN WITNESS	WHEREOF, I have hereunto set my hand this day of
	NEWBANKS & COMPANY, INC.
	By:
	Name:
	Title:

EXHIBIT F

CIVIL ENGINEER'S CERTIFICATE

The undersigned representative of WILLIAMS & ASSOCIATES, LAND PLANNERS, P.C. (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 "Obligor"), NEWBANKS & COMPANY, INC., a Georgia corporation (the "Construction Consultant"), STI INSTITUTIONAL & GOVERNMENT, INC., a Delaware corporation (the "Series 2018A-5 Lender"), and SUNTRUST BANK, a Georgia banking corporation, as administrative agent for the 2018A-5 Lender (the "Administrative Agent"), 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.

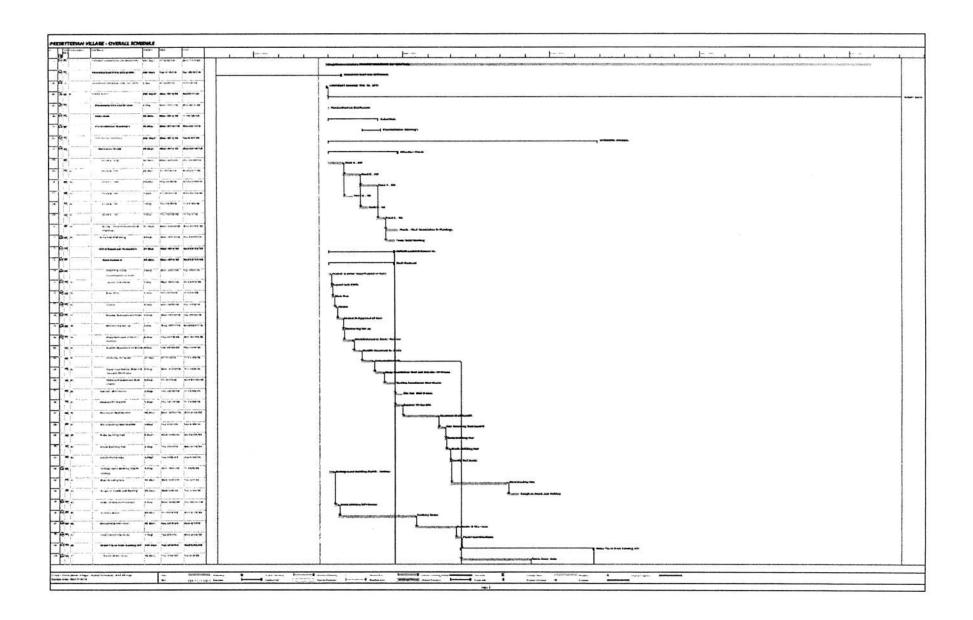
All capitalized terms not otherwise defined herein shall have the meanings set forth in the Disbursement Agreement.

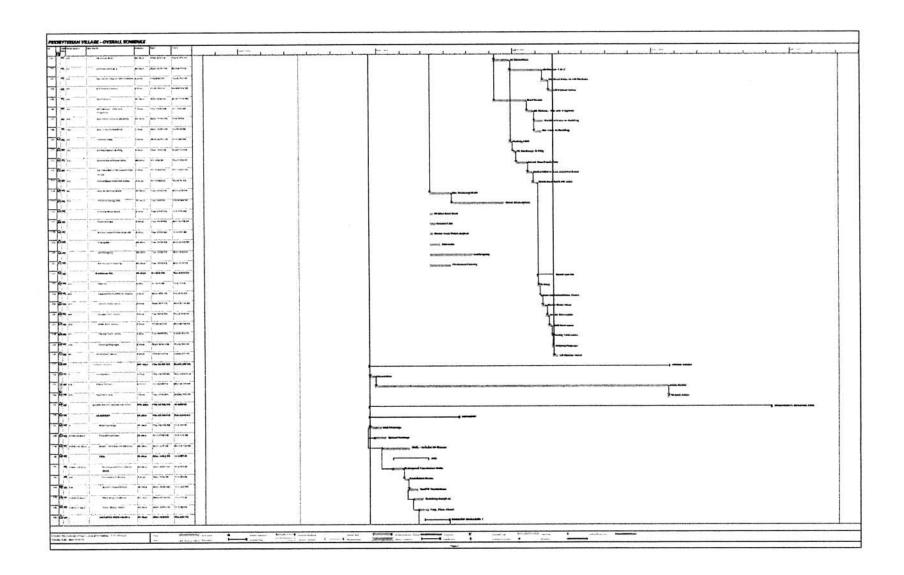
Dated:	
	WILLIAMS & ASSOCIATES, LAND PLANNERS, P.C.
	By: Name: Title:

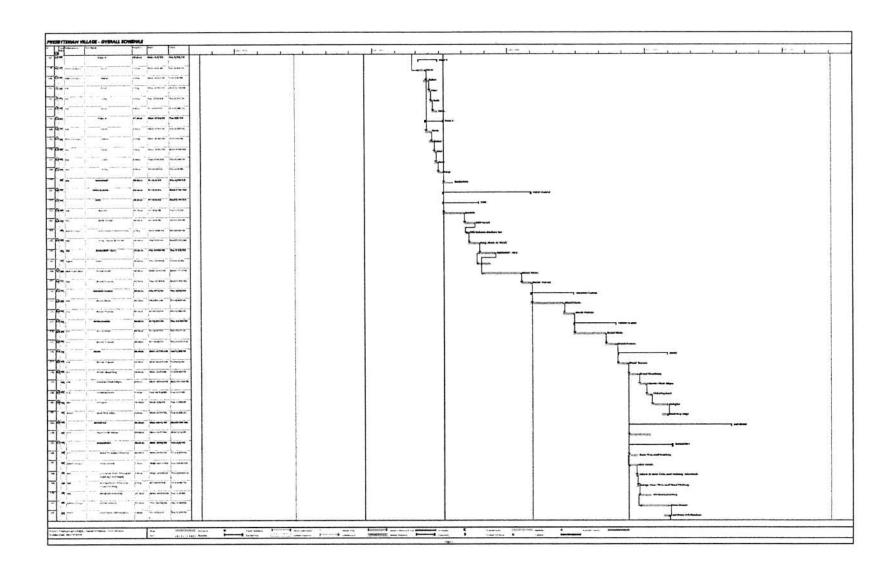
EXHIBIT G

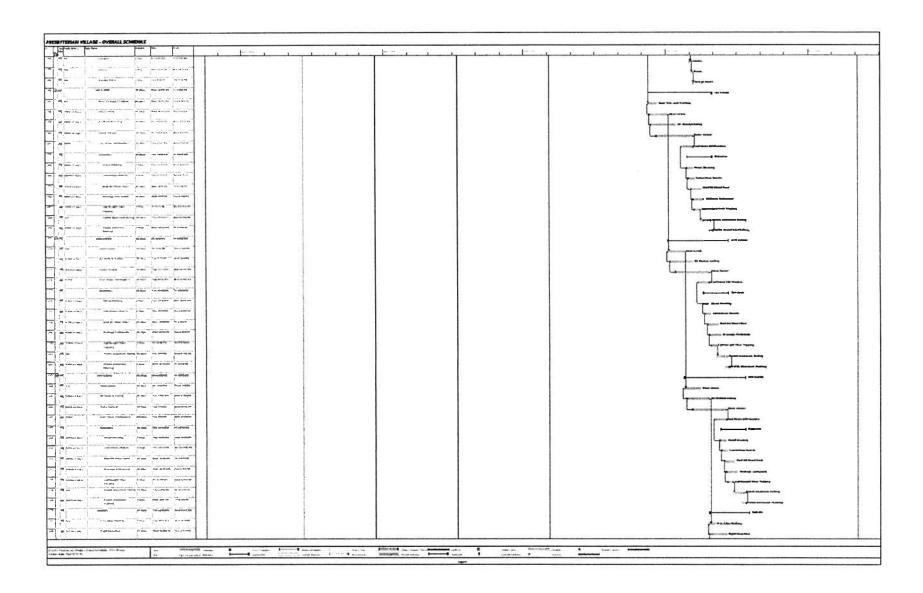
CONSTRUCTION SCHEDULE

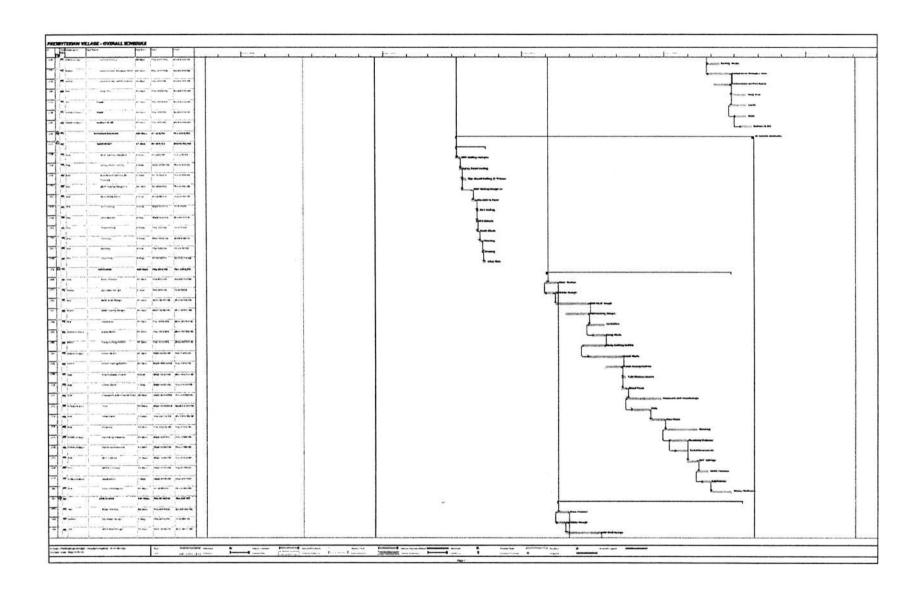
(See Attached)

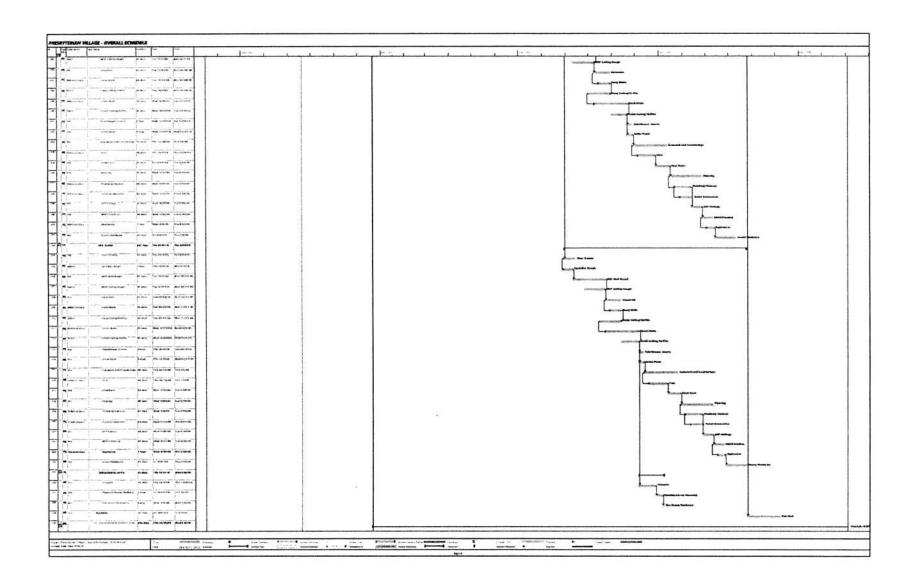


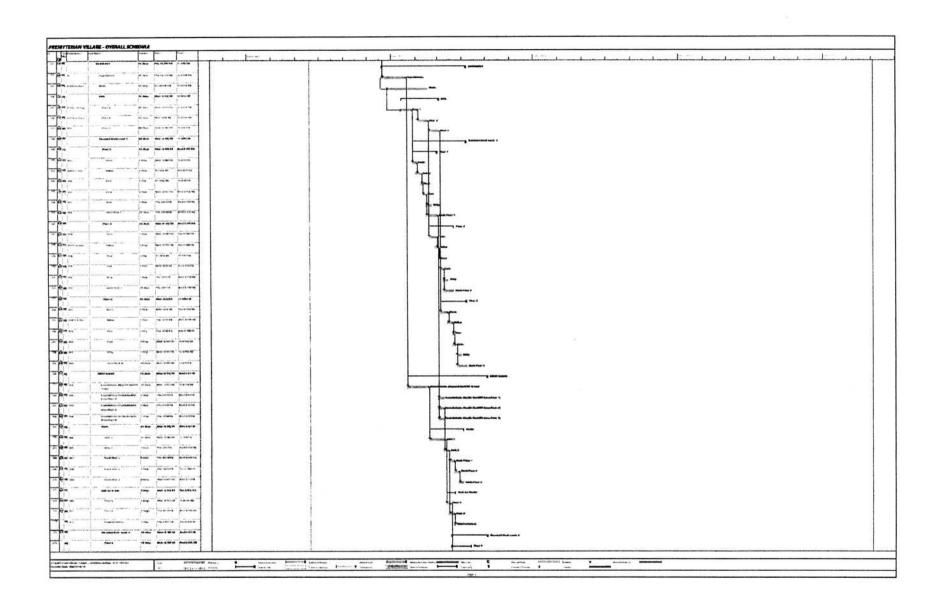


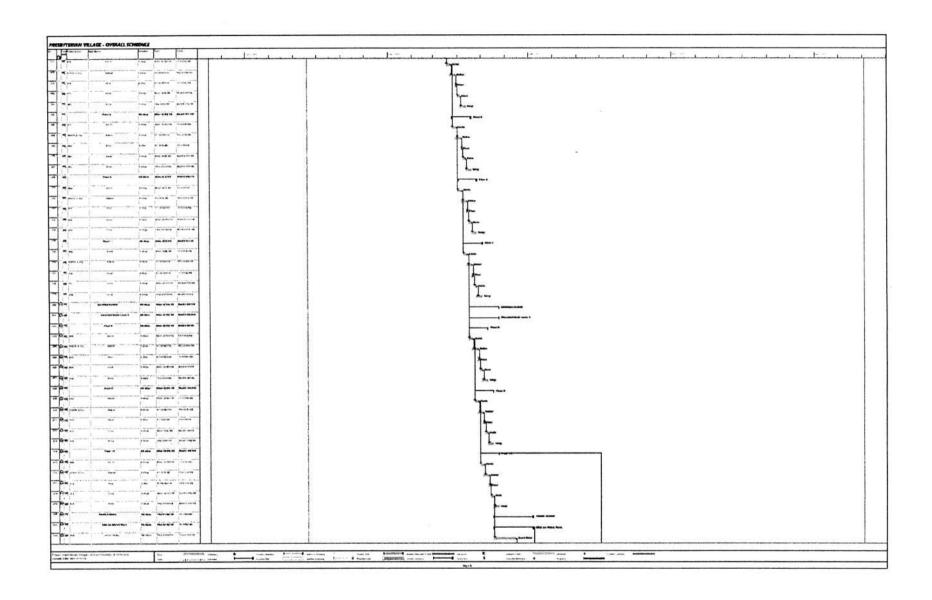


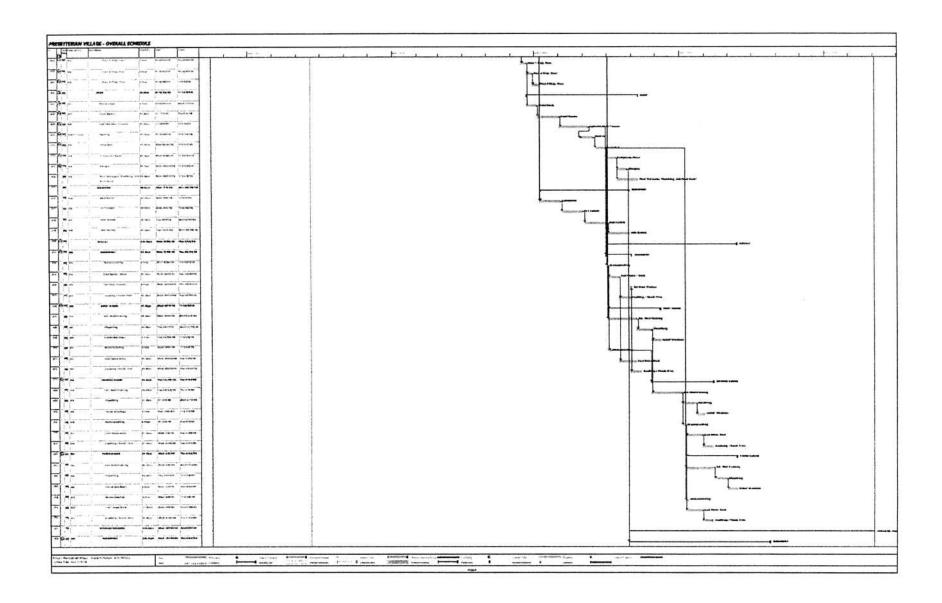


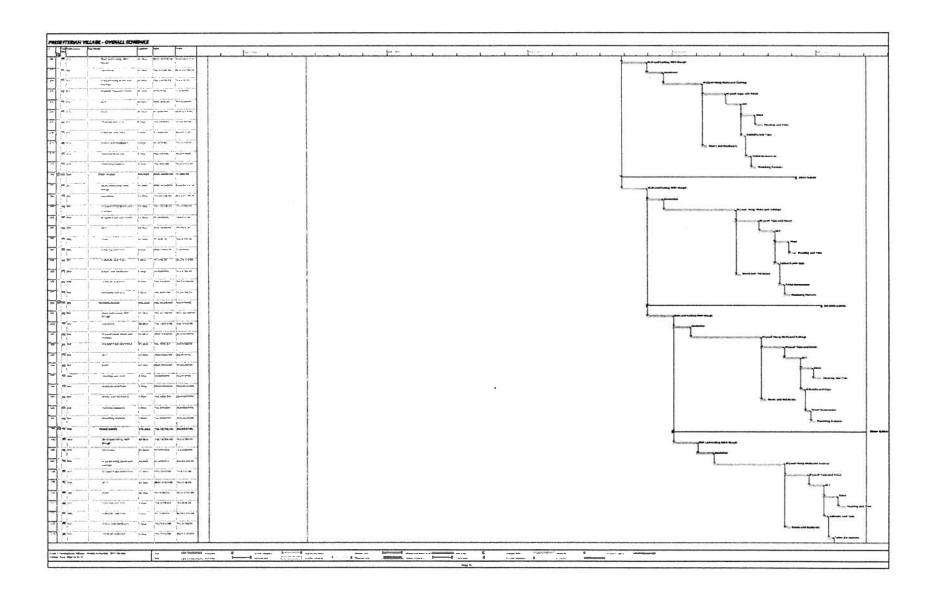












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