CITY OF LAKELAND TENNESSEE

Industrial Development Board
Regular Meeting Agenda
Thursday, January 22, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER:

II. ROLL CALL:

III. APPROVAL OF MINUTES OF PREVIOUS MEETING:

1. **Regular Meeting Minutes** - December 18, 2025

IV. PUBLIC DISCUSSION:

V. REPORTS OF OFFICERS AND COMMITTEES:

VI. UNFINISHED BUSINESS:

VII. NEW BUSINESS:

1. **Discussion** - Lake District update.

2. **Resolution** - approving an annual promissory note for the Gateway TIF.

3. **Resolution** - approving draw request 27 in connection with the tax increment financing for Ashmont Developer, LLC.

4. **Resolution** - approving draw request 4 in connection with the tax increment financing for the Lakeland Safety TIF.

5. **Resolution** - stipend request for IDB President Paul Luker.

6. **Discussion** - marketing strategy for City-owned properties.

7. **Discussion** - policies and procedures for draw requests.

VIII. ANNOUNCEMENTS:

IX. ADJOURNMENT:

City of Lakeland Tennessee

Industrial Development Board
Regular Meeting Minutes
Thursday, December 18, 2025, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER:

The meeting was called to order by Chair Steve Laster at 5:32 p.m. on Thursday, December 18, 2025.

II. ROLL CALL:

Richard Gonzales	Present
Shaun Brannen	Present
Richard Justin	Present
Alan Johnson	Present
Steve Laster	Present
Jeff Roman	Present
Commissioner Johnston	Absent

Staff personnel in attendance were City Planner Alex Barthol, Administrative Assistant Olivia Wing, and City Recorder pro tempore Lisa West.

III. APPROVAL OF MINUTES OF PREVIOUS MEETING:

1. **Regular Meeting Minutes** - November 20, 2025

   Richard Gonzales moved to bring this item to the floor, seconded by Shaun Brannen.

   Discussion ensued.

   When the question was called the meeting minutes passed as presented, voice vote, 6 in favor 0 against 0 abstain (6-0-0).

2. **Special Called Meeting Minutes** - December 9, 2025

   Richard Gonzales moved to bring this item to the floor, seconded by Alan Johnson.

   Discussion ensued.

   When the question was called the special called meeting minutes passed as presented, voice vote, 6 in favor 0 against 0 abstain (6-0-0).

DRAFT

IV. PUBLIC DISCUSSION:
None.

V. REPORTS OF OFFICERS AND COMMITTEES:
None.

VI. UNFINISHED BUSINESS:
None.

VII. NEW BUSINESS:

1. **Resolution** - approving draw request 26 in connection with the tax increment financing for Ashmont Developer, LLC.

   Richard Gonzales moved to bring this item to the floor, seconded by Alan Johnson.

   Chair Steve Laster presented this item.

   Discussion ensued.

   When the question was called the resolution passed as presented, voice vote, 6 in favor 0 against 0 abstain (6-0-0).

2. **Resolution** - approving the Second Loan Modification Agreement by and between the Industrial Development Board of the City of Lakeland, Tennessee and FirstBank, and joined in by Lakeland Commons, LLC.

   Richard Gonzales moved to bring this item to the floor, seconded by Alan Johnson.

   Discussion ensued.

   Al Bright arrived at 5:46 pm to discuss and answer questions.

   When the question was called the resolution passed as presented, voice vote, 6 in favor 0 against 0 abstain (6-0-0).

VIII. ANNOUNCEMENTS:
None.

IX. ADJOURNMENT:
There being no other business on which to act, the meeting was adjourned without objection at 5:52 pm on Thursday, December 18, 2025.

DRAFT

These minutes were approved on January 22, 2026.

Richard Justin
Secretary

ATTEST:

Lisa West
City Recorder pro tempore

DRAFT

RESOLUTION R-11-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING AN ANNUAL PROMISSORY NOTE RENEWAL IN CONNECTION WITH ASHMONT DEVELOPER, LLC

WHEREAS, The Industrial Development Board of the City of Lakeland, Tennessee (the "Lakeland IDB") has approved an economic impact plan (the "Economic Impact Plan") regarding the development of an approximately 100-acre tract of land located in the northwest and northeast corners of Canada Road and Interstate 40 in the City of Lakeland, Tennessee and in Shelby County, Tennessee, as described in the Economic Impact Plan (the "Plan Area"); and

WHEREAS, the Lakeland IDB has approved a Tax Increment Financing Application (the "TIF Application") for the Plan Area, as submitted by Ashmont Developer, LLC, a Tennessee limited liability company ("Ashmont"); and

WHEREAS, Ashmont currently owns the portion of the Plan Area municipally known as 9640 Davies Plantation, Lakeland, Tennessee 38002 (the "Site"), and Ashmont intends to develop the Site pursuant to a planned development that is to be approved by the City of Lakeland, Tennessee, (the "City") for a new mixed-use development of retail, hotel, and senior living uses and other uses as permitted by such planned development, as such planned development may be amended from time to time by the City consistent with the Economic Impact Plan (the "Project"), and

WHEREAS, the Economic Impact Plan permits certain tax increment financing ("Tax Increment Financing") pursuant to Chapter 53, Title 7 of the Tennessee Code Annotated; and

WHEREAS, to finance the costs of the Project, the Lakeland IDB, as Borrower, Ashmont Development, LLC, and First Citizens National Bank, as Lender desire to enter into that certain Loan Agreement and any ancillary documents described therein (collectively, the "Loan Documents"), the forms of which is attached hereto as Exhibit A; and as a result of the Loan Documents, the Lender has agreed to extend a loan to the Lakeland IDB in the principal amount not to exceed $13,000,000; and

WHEREAS, under Tenn. Code Ann. §§ 7-53-101, et seq., and the Economic Impact Plan, the Lakeland IDB is authorized to issue and secure the TIF Note (as defined in the Loan Documents) to finance Eligible Costs; and

WHEREAS, the Tax Increment Financing shall not represent or constitute a debt or pledge of the faith and credit or the taxing power of the City of Lakeland, Tennessee or Shelby County Tennessee for approval with Tennessee Code Annotated 7-53-312;

OW, THEREFORE, BE IT RESOLVED by the Lakeland IDB that**:**

- Section 1. Authorization to Borrow. The Lakeland IDB is authorized renew the annual promissory note not to exceed $13,000,000.00 from First Citizens National Bank.

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING AN ANNUAL PROMISSORY NOTE RENEWAL IN CONNECTION WITH ASHMONT DEVELOPER, LLC

- Section 2. Terms of the Note. The loan will be documented by a promissory note with an annual interest rate not exceeding 6.750%. The note will mature on December 23, 2026, and payments will be made according to the Lender's terms.
- Section 3. Execution of Documents. The IDB President is authorized to execute and deliver the promissory note and related documents on behalf of the Lakeland IDB.
- Section 4. Continuing Validity. This Resolution remains in effect, and the lender may rely on it until receiving written notice of its revocation.

RESOLVED, the directors, officers, agents, and employees of the Lakeland IDB are hereby authorized and directed to do all such things and to execute or accept any and all such certificates or documents as may be necessary to carry out and comply with the provisions of this Resolution and to carry out, give effect to and consummate the transactions contemplated hereby and thereby. All of the acts and doings of the directors, officers, agents and employees of the Lakeland IDB which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

APPROVED AND ADOPTED by the IDB Board of Directors of the City of Lakeland, Tennessee, this 22nd day of January 2026, the public welfare requiring it.

ATTEST:

Steve Laster	Richard Justin
Chairman	*Secretary*

RESOLUTION R-11-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING AN ANNUAL PROMISSORY NOTE RENEWAL IN CONNECTION WITH ASHMONT DEVELOPER, LLC

Exhibit A

Promissory

Note

See

Attached

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$13,000,000.00	12-31-2025	12-23-2026	223898		***	111	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE
10001 HIGHWAY 70
LAKELAND, TN 38002

Lender: FIRST CITIZENS NATIONAL BANK
MUNFORD OFFICE
P.O. BOX 370
DYERSBURG, TN 38025-0370
(800) 321-3176

Principal Amount: $13,000,000.00 **Date of Note: December 31, 2025**

PROMISE TO PAY. THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE ("Borrower") promises to pay to FIRST CITIZENS NATIONAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirteen Million & 00/100 Dollars ($13,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 23, 2026. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs.

RENEWALS OR EXTENSIONS. I AGREE THAT LENDER MAY RENEW OR EXTEND THE MATURITY OF THIS NOTE ONE OR MORE TIMES, IN THE LENDER'S SOLE DISCRETION, WITHOUT AFFECTING MY LIABILITY OR THAT OF ANY OTHER PARTY RESPONSIBLE FOR THE PAYMENT OF THIS NOTE, AND I FURTHER AGREE THAT LENDER MAY RENEW OR EXTEND THE MATURITY OF THIS NOTE WITHOUT IN ANY WAY AFFECTING LENDER'S RIGHT TO OR LIEN UPON ANY PROPERTY GIVEN AS COLLATERAL FOR THIS NOTE.

AUTO DEBIT CANCELLATION. If you have elected the option to make your payments by auto debit payment drawn on your FCNB account, cancelling that feature will be subject to a $50.00 cancellation fee.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the WALL STREET JOURNAL PRIME RATE (THE INDEX) AS PUBLISHED IN THE MONEY TABLES OF THE WALL STREET JOURNAL (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 6.750% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.750% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and add a positive or negative margin (percentage added to or subtracted from the substitute index value) as part of the rate determination. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this Note be less than 6.500% per annum or more than (except for any higher default rate shown below) the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

FIRST CITIZENS NATIONAL BANK
MUNFORD OFFICE
P.O. BOX 370
DYERSBURG, TN 38025-0370

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 5:00 PM Central Time on a business day, Lender will credit Borrower's payment on the next business day.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST CITIZENS NATIONAL BANK, LOAN OPERATIONS, P.O. BOX 370 DYERSBURG, TN 38025-0370.**

LATE PENALTY RATE ADJUSTMENT. Should a scheduled payment become 30 days or more past due the interest rate on the loan balance will automatically increase to 16.00%, which shall remain in effect until payments are current.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged **5.000% of the unpaid portion of the regularly scheduled payment or $100.00, whichever is less.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 16.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Tennessee.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of DYER County, State of Tennessee.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of $35.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by A SEPARATE TAX INCREMENT REVENUE NOTE DATED 12/14/2023.

LINE OF CREDIT. This Note evidences a non-revolving line of credit. Payments made prior to termination of the line of credit do not entitle Borrower to readvances of the amounts already paid. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **PAUL LUKER, President of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE; and ALAN S. JOHNSON, Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE. MINIMUM WITHDRAWAL OF $2,500.00.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including electronic records. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the JAMS Comprehensive Arbitration Rules and Procedures or its successor in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

PRIOR NOTE. THIS IS A RENEWAL OF LOAN #223898 IN THE ORIGINAL AMOUNT OF $13,000,000.00 DATED 12/14/2023.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

USURY SAVINGS CLAUSE. It is the intention of Lender and Borrower to comply strictly with all applicable usury laws; and, accordingly, in no event and upon no contingency shall Lender ever be entitled to charge, receive, collect, or apply as interest any interest, fees, charges, or other payments equivalent to interest, in excess of the maximum rate which the Lender may lawfully charge under applicable state and federal statutes and laws from time to time in effect; and, in the event that Lender ever receives, collects, or applies as interest, any such excess, such amount which, but for this provision, would be excessive interest shall be applied to the reduction of the unpaid principal amount of the Note; and, if said principal amount and all lawful interest thereon is paid in full, any remaining excess shall be refunded to Borrower. All interest paid or agreed to be paid shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan, including any renewals, until payment in full of the principal. Any provision hereof, or of any other agreement between Lender and Borrower, that operates to bind, obligate, or compel Borrower to pay interest in excess of such maximum lawful contract rate shall be construed to require the payment of the maximum rate only. The provisions of this paragraph shall be given precedence over any other provision contained herein or in any other agreement between Lender and Borrower that is in conflict with the provisions of this paragraph.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: FIRST CITIZENS NATIONAL BANK LOAN OPERATIONS P.O. BOX 370 DYERSBURG, TN 38025-0370.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

By:____
PAUL LUKER, President of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

By:____
ALAN S. JOHNSON, Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

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PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$13,000,000.00	12-31-2025	12-23-2026	223898		***	111	

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10001 HIGHWAY 70
LAKELAND, TN 38002

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MUNFORD OFFICE
P.O. BOX 370
DYERSBURG, TN 38025-0370
(800) 321-3176

Principal Amount: $13,000,000.00 **Date of Note: December 31, 2025**

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RENEWALS OR EXTENSIONS. I AGREE THAT LENDER MAY RENEW OR EXTEND THE MATURITY OF THIS NOTE ONE OR MORE TIMES, IN THE LENDER'S SOLE DISCRETION, WITHOUT AFFECTING MY LIABILITY OR THAT OF ANY OTHER PARTY RESPONSIBLE FOR THE PAYMENT OF THIS NOTE, AND I FURTHER AGREE THAT LENDER MAY RENEW OR EXTEND THE MATURITY OF THIS NOTE WITHOUT IN ANY WAY AFFECTING LENDER'S RIGHT TO OR LIEN UPON ANY PROPERTY GIVEN AS COLLATERAL FOR THIS NOTE.

AUTO DEBIT CANCELLATION. If you have elected the option to make your payments by auto debit payment drawn on your FCNB account, cancelling that feature will be subject to a $50.00 cancellation fee.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the WALL STREET JOURNAL PRIME RATE (THE INDEX) AS PUBLISHED IN THE MONEY TABLES OF THE WALL STREET JOURNAL (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 6.750% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.750% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and add a positive or negative margin (percentage added to or subtracted from the substitute index value) as part of the rate determination. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this Note be less than 6.500% per annum or more than (except for any higher default rate shown below) the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

FIRST CITIZENS NATIONAL BANK
MUNFORD OFFICE
P.O. BOX 370
DYERSBURG, TN 38025-0370

All payments must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 5:00 PM Central Time on a business day, Lender will credit Borrower's payment on the next business day.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST CITIZENS NATIONAL BANK, LOAN OPERATIONS, P.O. BOX 370 DYERSBURG, TN 38025-0370.**

LATE PENALTY RATE ADJUSTMENT. Should a scheduled payment become 30 days or more past due the interest rate on the loan balance will automatically increase to 16.00%, which shall remain in effect until payments are current.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged **5.000% of the unpaid portion of the regularly scheduled payment or $100.00, whichever is less.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 16.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Tennessee.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of DYER County, State of Tennessee.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of $35.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by A SEPARATE TAX INCREMENT REVENUE NOTE DATED 12/14/2023.

LINE OF CREDIT. This Note evidences a non-revolving line of credit. Payments made prior to termination of the line of credit do not entitle Borrower to readvances of the amounts already paid. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **PAUL LUKER, President of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE; and ALAN S. JOHNSON, Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE. MINIMUM WITHDRAWAL OF $2,500.00.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including electronic records. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the JAMS Comprehensive Arbitration Rules and Procedures or its successor in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

PRIOR NOTE. THIS IS A RENEWAL OF LOAN #223898 IN THE ORIGINAL AMOUNT OF $13,000,000.00 DATED 12/14/2023.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

USURY SAVINGS CLAUSE. It is the intention of Lender and Borrower to comply strictly with all applicable usury laws; and, accordingly, in no event and upon no contingency shall Lender ever be entitled to charge, receive, collect, or apply as interest any interest, fees, charges, or other payments equivalent to interest, in excess of the maximum rate which the Lender may lawfully charge under applicable state and federal statutes and laws from time to time in effect; and, in the event that Lender ever receives, collects, or applies as interest, any such excess, such amount which, but for this provision, would be excessive interest shall be applied to the reduction of the unpaid principal amount of the Note; and, if said principal amount and all lawful interest thereon is paid in full, any remaining excess shall be refunded to Borrower. All interest paid or agreed to be paid shall, to the maximum extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan, including any renewals, until payment in full of the principal. Any provision hereof, or of any other agreement between Lender and Borrower, that operates to bind, obligate, or compel Borrower to pay interest in excess of such maximum lawful contract rate shall be construed to require the payment of the maximum rate only. The provisions of this paragraph shall be given precedence over any other provision contained herein or in any other agreement between Lender and Borrower that is in conflict with the provisions of this paragraph.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: FIRST CITIZENS NATIONAL BANK LOAN OPERATIONS P.O. BOX 370 DYERSBURG, TN 38025-0370.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

By: COPY
PAUL LUKER, President of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

By: COPY
ALAN S. JOHNSON, Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$13,000,000.00	12-31-2025	12-23-2026	223898		***	111	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE
10001 HIGHWAY 70
LAKELAND, TN 38002

Lender: FIRST CITIZENS NATIONAL BANK
MUNFORD OFFICE
P.O. BOX 370
DYERSBURG, TN 38025-0370
(800) 321-3176

LOAN TYPE. This is a Variable Rate Nondisclosable Draw Down Line of Credit Loan to a Corporation for $13,000,000.00 due on demand and, if no demand, on December 23, 2026. This is a secured renewal of the following described indebtedness: THIS IS A RENEWAL OF LOAN #223898 IN THE ORIGINAL AMOUNT OF $13,000,000.00 DATED 12/14/2023.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ **Personal, Family, or Household Purposes or Personal Investment.**

☒ **Business (Including Real Estate Investment).**

SPECIFIC PURPOSE. The specific purpose of this loan is: Construction.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $13,000,000.00 as follows:

Undisbursed Funds:	$1,593,264.46
Other Disbursements: $11,406,551.54 CURRENT DRAW AMOUNT	$11,406,551.54
Other Charges Financed: $84.00 Credit Report Fee	$84.00
Total Financed Prepaid Finance Charges: $100.00 Renewal Fee	$100.00
Note Principal:	$13,000,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 31, 2025.

BORROWER:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

By:______________________________
PAUL LUKER, President of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

By:______________________________
ALAN S. JOHNSON, Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

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10001 HIGHWAY 70
LAKELAND, TN 38002

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MUNFORD OFFICE
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PAUL LUKER, President of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

By: COPY
ALAN S. JOHNSON, Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND TENNESSEE

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RESOLUTION R-10-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING DRAW REQUEST 27 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR ASHMONT DEVELOPER, LLC

WHEREAS, The Industrial Development Board of the City of Lakeland, Tennessee (the "Lakeland IDB") has approved an economic impact plan (the "Economic Impact Plan") regarding the development of an approximately 100-acre tract of land located in the northwest and northeast corners of Canada Road and Interstate 40 in the City of Lakeland, Tennessee and in Shelby County, Tennessee, as described in the Economic Impact Plan (the "Plan Area"); and

WHEREAS, the Lakeland IDB has approved a Tax Increment Financing Application (the "TIF Application") for the Plan Area, as submitted by Ashmont Developer, LLC, a Tennessee limited liability company ("Ashmont"); and

WHEREAS, Ashmont currently owns the portion of the Plan Area municipally known as 9640 Davies Plantation, Lakeland, Tennessee 38002 (the "Site"), and Ashmont intends to develop the Site pursuant to a planned development that is to be approved by the City of Lakeland, Tennessee, (the "City") for a new mixed-use development of retail, hotel, and senior living uses and other uses as permitted by such planned development, as such planned development may be amended from time to time by the City consistent with the Economic Impact Plan (the "Project"), and

WHEREAS, the Economic Impact Plan permits certain tax increment financing ("Tax Increment Financing") pursuant to Chapter 53, Title 7 of the Tennessee Code Annotated; and

WHEREAS, the Lakeland IDB reviewed the Economic Impact Plan and the TIF Application in an open public meeting; and

WHEREAS, the Lakeland IDB conducted a public hearing on the Economic Impact Plan held at least two (2) weeks after public notice of the hearing was published in accordance with the applicable laws of Tennessee; and

WHEREAS, in connection with Tax Increment Financing, the City has entered into a Development Agreement with the Lakeland IDB, wherein the Ashmont Interests are defined, with respect to the Plan Area and the development of the Project; and

WHEREAS, under the Development Agreement between the Lakeland IDB and the City, the proceeds of the Tax Increment Financing would be used to pay the costs of the eligible public improvements (the "TIF Eligible Costs") relating to the development of the Project and would pledge the TIF Revenues to apply to the debt service of the Tax Increment Financing; and

WHEREAS, in connection with the Tax Increment Financing, Ashmont has submitted Draw Request 27, a copy of which is attached hereto as **Exhibit A**, to use for certain TIF Eligible Costs.

RESOLUTION R-10-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING DRAW REQUEST 27 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR ASHMONT DEVELOPER, LLC

NOW, THEREFORE, BE IT RESOLVED by the Lakeland IDB that**:**

RESOLVED, the Draw Request is hereby approved by the Lakeland IDB and further,

RESOLVED, the directors, officers, agents, and employees of the Lakeland IDB are hereby authorized and directed to do all such things and to execute or accept any and all such certificates or documents as may be necessary to carry out and comply with the provisions of this Resolution and to carry out, give effect to and consummate the transactions contemplated hereby and thereby. All of the acts and doings of the directors, officers, agents and employees of the Lakeland IDB which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

APPROVED AND ADOPTED by the IDB Board of Directors of the City of Lakeland, Tennessee, this 22nd day of January 2026, the public welfare requiring it.

ATTEST:

____________________________ ____________________________

Steve Laster
Chairman

Richard Justin
Secretary

RESOLUTION R-10-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING DRAW REQUEST 27 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR ASHMONT DEVELOPER, LLC

Exhibit A

Draw

Request(s)

See

Attached

January 16, 2026

Mr. Paul Luker, President
Industrial Development Board
City of Lakeland, TN
10001 Highway 70
Lakeland, TN 38002

RE: **Lakeland Ashmont Planned Development TIF Draw #27 Approval Request**
A2H # 24166

Dear Mr. Luker,

We have reviewed the TIF Draw Payment Request submitted by Ashmont Developer, LLC, for Draw No. 27 dated January 13, 2026, for the Ashmont Planned Development Project. All of the supporting documentation appears to be in order, and all costs and expenses included in the draw request appear to comply with eligibility requirements of the TIF and executed Development Agreement for this project. Please note that the entirety of the $780,342.69 included in this draw request is to be funded out of Developer equity.

If there are any questions, or any additional information is needed in this regard, please let me know.

Sincerely,

Robert C. Watson

Robert C. Watson, P.E.
Director of Construction Administration
A2H, Inc.
901-487-5502
bobw@a2h.com

EXHIBIT D

Form of Payment Request

PAYMENT REQUEST

To: The Industrial Development Board of the City of Lakeland, Tennessee
c/o President
10001 Highway 70
Lakeland, Tennessee 38002

Re: Development [and Financing] Agreement dated Dec. 15, 2023, between Ashmont Developer, LLC ("Developer"), and The Industrial Development Board of the City of Lakeland, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.* (the "Board")

Pursuant to Section [4] of the Development Agreement, please disburse the sum of $780,342.69 from the Project Tax Increment Fund. In connection with such disbursement, the undersigned hereby certifies as follows:

(a) All amounts disbursed will be applied to the payment of or the reimbursement to Developer for Eligible Costs (including, without limitation, Transaction Costs), and the Eligible Improvements to which such Eligible Costs relate (if applicable) have been completed in material compliance with the plans and specifications previously provided to the Board or its Construction Consultant, to the extent applicable under the Development Agreement. The Construction Consultant has inspected and approved the Eligible Improvements, to the extent its approval is required under the Development Agreement.

(b) With the delivery of this Payment Request, all requirements for this disbursement under Section [4] of the Development Agreement have been satisfied.

(c) Developer or the Developer Representative has entered into all development agreements with the City of Lakeland or an agency thereof necessary for the construction of the Eligible Improvements to which this Payment Request relates. As of the date of this Payment Request, there are no defaults on the part of Developer or the Developer Representative under any such development agreements.

Please disburse all such amounts to the parties in the manner described on Exhibit A attached hereto.

All capitalized terms used herein and not otherwise defined have the respective meanings given to such terms in the Development Agreement.

Dated as of Jan 16, 2026.

Signatures on the following page.

DEVELOPER:

Ashmont Developer, LLC

By: Bart Thomas

Name: Bart Thomas

Title: Member

Payment Request reviewed and reimbursement of Eligible Cost recommended **if required under Development Agreement**:

[CONSTRUCTION CONSULTANT]

By: Robert C. [signature] - A2H, Inc.

Title: Director of Construction Admin.

Date: 1/16/2026

Exhibit D to Development Agreement

ASHMONT FUNDING REQUEST
STAFF REPORT EXHIBIT A

Eligible Costs Reporting

	Developer Budget	Prior Draws	Current Draw	Draws PTD	Remaining TIF Loan
Infrastructure					
Site Prep	$ 3,390,000.00				
Streets	1,522,511.00				
Utilities	2,849,947.00				
Landscape and Other	425,000.00				
Total Infrastructure	8,187,458.00	$ 7,547,212.41	$ -	$ 7,547,212.41	$ 640,245.59
Soft Costs (professional fees, interest expense)	4,812,542.00	3,849,769.78	-	3,849,769.78	962,772.22
Total Project Estimate	$ 13,000,000.00	$ 11,396,982.19	$ -	$ 11,396,982.19	$ 1,603,017.81
Budget Use Percentage To Date	87.7%				

Current draw is completely funded through Developer Equity, not TIF loan

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Ashmont Developer, LLC.
355 Tara Lane
Memphis, TN 38111

PROJECT: Ashmont Phase 3
Canada Rd. & Davies Plantation
Lakeland, TN 38002

APPLICATION NO: 2
PERIOD TO: 1/7/26
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
Moss Carpenter Construction Company, Inc
9700 Village Circle
Suite 300 Lakeland, TN 38002

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .... $ 3,055,006.00

2. NET CHANGE BY CHANGE ORDERS .... $ 0.00

3. CONTRACT SUM TO DATE *(Line 1 ± 2)* .... $ 3,055,006.00

4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* .... $ 709,023.60

5. RETAINAGE:

a. 5.0 % of Completed Work
(Columns D + E on G703) $ 35,451.18

b. 5.0 % of Stored Material
(Column F on G703) $ 0.00

Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* .... $ 35,451.18

6. TOTAL EARNED LESS RETAINAGE .... $ 673,572.42
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .... $ 390,905.24
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE .... $ 282,667.18

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) $ 2,381,433.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Moss Carpenter Construction Company, Inc

By: [signature] Date: 1/7/26

State of: [signature]
County of: Shelby
Subscribed and sworn to before me this 7th day of Jan 2026

Notary Public: Dawn Warren
My commission expires:

DAWN WARREN
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 09/26/2027
SHELBY COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 1/7/26
PERIOD TO: 1/7/26
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION *(D + E)*	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
1	General Conditions	57,460.00	7,469.80	5,171.40	0.00	12,641.20	22	44,818.80	632.06
2	Site Engineering & Layout	20,000.00	3,600.00	1,600.00	0.00	5,200.00	26	14,800.00	260.00
3	Testing Allowance	20,000.00	0.00	3,800.00	0.00	3,800.00	19	16,200.00	190.00
4	Erosion Control	37,610.00	8,274.20	3,761.00	0.00	12,035.20	32	25,574.80	601.76
5	Erosion Control Maintenance Allowance	100,000.00	0.00	0.00	0.00	0.00	0	100,000.00	0.00
6	Flocculant Allowance	25,000.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
7	Temporary Seeding Allowance	65,000.00	0.00	0.00	0.00	0.00	0	65,000.00	0.00
8	Sodding Allowance	40,000.00	0.00	0.00	0.00	0.00	0	40,000.00	0.00
9	Earthwork	241,900.00	89,503.00	0.00	0.00	89,503.00	37	152,397.00	4,475.15
10	Fine Grade Roads, Building Pads, etc.	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
11	Storm Drainage	526,410.00	0.00	73,697.40	0.00	73,697.40	14	452,712.60	3,684.87
12	Curb & Gutter	174,193.00	0.00	0.00	0.00	0.00	0	174,193.00	0.00
13	Asphalt Base & Asphalt Paving	287,587.00	0.00	0.00	0.00	0.00	0	287,587.00	0.00
14	Concrete Sidewalks	18,000.00	0.00	0.00	0.00	0.00	0	18,000.00	0.00
15	Site Water	521,400.00	0.00	0.00	0.00	0.00	0	521,400.00	0.00
16	Sanitary Sewer	547,155.00	284,520.60	196,975.80	0.00	481,496.40	88	65,658.60	24,074.82
17	Sanitary Sewer - 14 inch Force Main	213,971.00	0.00	0.00	0.00	0.00	0	213,971.00	0.00
18	Site Clean Up, Street Sweeping, Dust Control Allowance	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
19	GC Fee	139,320.00	18,111.60	12,538.80	0.00	30,650.40	22	108,669.60	1,532.52
	GRAND TOTAL	3,055,006.00	411,479.20	297,544.40	0.00	709,023.60	23	2,345,982.40	35,451.18

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101210ACD44

RECEIPT AND PARTIAL WAIVER OF LIEN RIGHTS

FROM: Moss Carpenter Construction Company, Inc. (The Contractor)

TO: Ashmont Developer, LLC (The Owner)

PROJECT: Ashmont Phase 3
Canada Rd & Davies Plantation, Lakeland, TN (Location)

1. The Undersigned does hereby waive, release and surrender any claim, lien or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment or other work, rent, services or supplies heretofore furnished in and for the construction, improvement, alteration or additions to the above-described project prior to the date hereof.

2. This release is given for and in consideration of the sum of $ 282,667.18 From Ashmont Developer.

3. In further consideration of the payment made as above set forth, and to induce the Owner to make said payment, the undersigned agrees to defend and hold harmless the Owner or Lender, and/or the principle and surety from any claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the project.

4. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration of this release.

5. This instrument shall constitute full, final and complete release of all rights and claims of the undersigned, for the work completed to date of 1/7/26.

DATED THIS 7th Of January, 2026.

Moss Carpenter Construction Company, Inc.

By J.V. Carpenter

James V. Carpenter
President

Subscribed and sworn to me this
7th Of January, 2026

Notary Public: Dawn Warren

My Commission Expires: 9-26-2027

DAWN WARREN
STATE OF TENNESSEE NOTARY PUBLIC
My Commission Expires on 09/26/2027
SHELBY COUNTY

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Ashmont Developer, LLC.
355 Tara Lane
Memphis, TN 38111

PROJECT: Ashmont Phase 3
Canada Rd. & Davies Plantation
Lakeland, TN 38002

APPLICATION NO: 1
PERIOD TO: 12/3/25
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
Moss Carpenter Construction Company, Inc
9700 Village Circle
Suite 300 Lakeland, TN 38002

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .... $ 3,055,006.00
2. NET CHANGE BY CHANGE ORDERS .... $ 0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)* .... $ 3,055,006.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* .... $ 411,479.20
5. RETAINAGE:
   a. 5.0 % of Completed Work *(Columns D + E on G703)* $ 20,573.96
   b. 5.0 % of Stored Material *(Column F on G703)* $ 0.00

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* .... $ 20,573.96
6. TOTAL EARNED LESS RETAINAGE .... $ 390,905.24
   (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .... $ 0.00
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .... $ 390,905.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 minus Line 6) $ 2,664,100.76

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Moss Carpenter Construction Company, Inc

By: [signature] Date: 12/3/25

State of: Tn

County of: Shelby

Subscribed and sworn to before me this 3rd day of Dec 2025

Notary Public: [signature]

My commission expires:

DAWN WARREN
STATE OF TENNESSEE NOTARY PUBLIC
My Commission Expires on 09/26/2027
SHELBY COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 12/3/25
PERIOD TO: 12/3/25
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
1	General Conditions	57,460.00	0.00	7,469.80	0.00	7,469.80	13	49,990.20	373.49
2	Site Engineering & Layout	20,000.00	0.00	3,600.00	0.00	3,600.00	18	16,400.00	180.00
3	Testing Allowance	20,000.00	0.00	0.00	0.00	0.00	0	20,000.00	0.00
4	Erosion Control	37,610.00	0.00	8,274.20	0.00	8,274.20	22	29,335.80	413.71
5	Erosion Control Maintenance Allowance	100,000.00	0.00	0.00	0.00	0.00	0	100,000.00	0.00
6	Flocculant Allowance	25,000.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
7	Temporary Seeding Allowance	65,000.00	0.00	0.00	0.00	0.00	0	65,000.00	0.00
8	Sodding Allowance	40,000.00	0.00	0.00	0.00	0.00	0	40,000.00	0.00
9	Earthwork	241,900.00	0.00	89,503.00	0.00	89,503.00	37	152,397.00	4,475.15
10	Fine Grade Roads, Building Pads, etc.	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
11	Storm Drainage	526,410.00	0.00	0.00	0.00	0.00	0	526,410.00	0.00
12	Curb & Gutter	174,193.00	0.00	0.00	0.00	0.00	0	174,193.00	0.00
13	Asphalt Base & Asphalt Paving	287,587.00	0.00	0.00	0.00	0.00	0	287,587.00	0.00
14	Concrete Sidewalks	18,000.00	0.00	0.00	0.00	0.00	0	18,000.00	0.00
15	Site Water	521,400.00	0.00	0.00	0.00	0.00	0	521,400.00	0.00
16	Sanitary Sewer	547,155.00	0.00	284,520.60	0.00	284,520.60	52	262,634.40	14,226.03
17	Sanitary Sewer - 14 inch Force Main	213,971.00	0.00	0.00	0.00	0.00	0	213,971.00	0.00
18	Site Clean Up, Street Sweeping, Dust Control Allowance	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
19	GC Fee	139,320.00	0.00	18,111.60	0.00	18,111.60	13	121,208.40	905.58
	GRAND TOTAL	3,055,006.00	0.00	411,479.20	0.00	411,479.20	13	2,643,526.80	20,573.96

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101210ACD44

RECEIPT AND PARTIAL WAIVER OF LIEN RIGHTS

FROM: Moss Carpenter Construction Company, Inc. (The Contractor)

TO: Ashmont Developer, LLC (The Owner)

PROJECT: Ashmont Phase 3
Canada Rd & Davies Plantation, Lakeland, TN (Location)

1. The Undersigned does hereby waive, release and surrender any claim, lien or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment or other work, rent, services or supplies heretofore furnished in and for the construction, improvement, alteration or additions to the above-described project prior to the date hereof.

2. This release is given for and in consideration of the sum of $ 390,905.24 From Ashmont Developer.

3. In further consideration of the payment made as above set forth, and to induce the Owner to make said payment, the undersigned agrees to defend and hold harmless the Owner or Lender, and/or the principle and surety from any claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the project.

4. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration of this release.

5. This instrument shall constitute full, final and complete release of all rights and claims of the undersigned, for the work completed to date of 12/3/25.

DATED THIS 3rd Of December, 2025.

Moss Carpenter Construction Company, Inc.

By J.M. Carpenter

James V. Carpenter
President

Subscribed and sworn to me this
3rd Of December, 2025

Notary Public: Dawn Warren

My Commission Expires: 9-26-2027

DAWN WARREN
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 09/26/2027
SHELBY COUNTY

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Ashmont Developer, LLC. 355 Tara Lane Memphis, TN 38111	PROJECT: Ashmont Phase 3 Canada Rd. & Davies Plantation Lakeland, TN 38002	APPLICATION NO: 2 PERIOD TO: 1/7/26 CONTRACT FOR: CONTRACT DATE: PROJECT NOS: / /	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: Moss Carpenter Construction Company, Inc 9700 Village Circle Suite 300 Lakeland, TN 38002	VIA ARCHITECT:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .... $ 3,055,006.00
2. NET CHANGE BY CHANGE ORDERS .... $ 0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)* .... $ 3,055,006.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ...... $ 709,023.60
5. RETAINAGE:
   - a. 5.0 % of Completed Work *(Columns D + E on G703)* $ 35,451.18
   - b. 5.0 % of Stored Material *(Column F on G703)* $ 0.00

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*...... $ 35,451.18
6. TOTAL EARNED LESS RETAINAGE .... $ 673,572.42
   (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .... $ 390,905.24
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .... $ 282,667.18
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 minus Line 6) $ 2,381,433.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Moss Carpenter Construction Company, Inc

By: [signature] Date: 1/7/26

State of: Tn

County of: Shelby

Subscribed and sworn to before me this 7th day of Jan 2026

Notary Public: Dawn Warren

My commission expires:

DAWN WARREN STATE OF TENNESSEE NOTARY PUBLIC My Commission Expires on 09/26/2027 SHELBY COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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010711ACD44

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 1/7/26
PERIOD TO: 1/7/26
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
1	General Conditions	57,460.00	7,469.80	5,171.40	0.00	12,641.20	22	44,818.80	632.06
2	Site Engineering & Layout	20,000.00	3,600.00	1,600.00	0.00	5,200.00	26	14,800.00	260.00
3	Testing Allowance	20,000.00	0.00	3,800.00	0.00	3,800.00	19	16,200.00	190.00
4	Erosion Control	37,610.00	8,274.20	3,761.00	0.00	12,035.20	32	25,574.80	601.76
5	Erosion Control Maintenance Allowance	100,000.00	0.00	0.00	0.00	0.00	0	100,000.00	0.00
6	Flocculant Allowance	25,000.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
7	Temporary Seeding Allowance	65,000.00	0.00	0.00	0.00	0.00	0	65,000.00	0.00
8	Sodding Allowance	40,000.00	0.00	0.00	0.00	0.00	0	40,000.00	0.00
9	Earthwork	241,900.00	89,503.00	0.00	0.00	89,503.00	37	152,397.00	4,475.15
10	Fine Grade Roads, Building Pads, etc.	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
11	Storm Drainage	526,410.00	0.00	73,697.40	0.00	73,697.40	14	452,712.60	3,684.87
12	Curb & Gutter	174,193.00	0.00	0.00	0.00	0.00	0	174,193.00	0.00
13	Asphalt Base & Asphalt Paving	287,587.00	0.00	0.00	0.00	0.00	0	287,587.00	0.00
14	Concrete Sidewalks	18,000.00	0.00	0.00	0.00	0.00	0	18,000.00	0.00
15	Site Water	521,400.00	0.00	0.00	0.00	0.00	0	521,400.00	0.00
16	Sanitary Sewer	547,155.00	284,520.60	196,975.80	0.00	481,496.40	88	65,658.60	24,074.82
17	Sanitary Sewer - 14 inch Force Main	213,971.00	0.00	0.00	0.00	0.00	0	213,971.00	0.00
18	Site Clean Up, Street Sweeping, Dust Control Allowance	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
19	GC Fee	139,320.00	18,111.60	12,538.80	0.00	30,650.40	22	108,669.60	1,532.52
	GRAND TOTAL	3,055,006.00	411,479.20	297,544.40	0.00	709,023.60	23	2,345,982.40	35,451.18

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101210ACD44

RECEIPT AND PARTIAL WAIVER OF LIEN RIGHTS

FROM: Moss Carpenter Construction Company, Inc. (The Contractor)

TO: Ashmont Developer, LLC (The Owner)

PROJECT: Ashmont Phase 3
Canada Rd & Davies Plantation, Lakeland, TN (Location)

1. The Undersigned does hereby waive, release and surrender any claim, lien or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment or other work, rent, services or supplies heretofore furnished in and for the construction, improvement, alteration or additions to the above-described project prior to the date hereof.

2. This release is given for and in consideration of the sum of $ 282,667.18 From Ashmont Developer.

3. In further consideration of the payment made as above set forth, and to induce the Owner to make said payment, the undersigned agrees to defend and hold harmless the Owner or Lender, and/or the principle and surety from any claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the project.

4. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration of this release.

5. This instrument shall constitute full, final and complete release of all rights and claims of the undersigned, for the work completed to date of 1/7/26.

DATED THIS 7th Of January, 2026.

Moss Carpenter Construction Company, Inc.

By [signature]
James V. Carpenter
President

Subscribed and sworn to me this
7th Of January, 2026

Notary Public: [signature]

My Commission Expires: 9-26-2027

DAWN WARREN
STATE OF TENNESSEE NOTARY PUBLIC
My Commission Expires on 09/26/2027
SHELBY COUNTY

Shapiro & Company architects

Vince Smith
Barton Thomas

Invoice number 24036-8
Date 12/19/2025

Project **24036 ASHMONT, LAKELAND**

All payments are due upon receipt. Remit to: 435 Madison, Ste. 200, Memphis, TN 38103

Services rendered per agreement dated August 18, 2024:

Description		Contract Amount	Percent Complete	Prior Billed	Current Billed
Schematic Design					
Architecture / Interior Design		120,000.00	100.00	120,000.00	0.00
Structural Engineering		25,000.00	100.00	25,000.00	0.00
Mechanical, Plumbing & Fire Protection		8,000.00	100.00	8,000.00	0.00
Electrical Engineering		8,025.00	100.00	8,025.00	0.00
Accessibility Consultant		5,000.00	100.00	5,000.00	0.00
	Subtotal	166,025.00	100.00	166,025.00	0.00
Design Development					
Architecture / Interior Design		190,000.00	100.00	190,000.00	0.00
Structural Engineering		60,000.00	100.00	60,000.00	0.00
Mechanical, Plumbing & Fire Protection		34,000.00	100.00	34,000.00	0.00
Electrical Engineering		24,075.00	100.00	24,075.00	0.00
Accessibility Consultant		6,000.00	100.00	6,000.00	0.00
Moisture Consultant		6,000.00	100.00	6,000.00	0.00
	Subtotal	320,075.00	100.00	320,075.00	0.00
Construction Documents					
Architecture / Interior Design		250,000.00	90.00	187,500.00	37,500.00
Structural Engineering		80,000.00	90.00	60,000.00	12,000.00
Mechanical, Plumbing & Fire Protection		34,000.00	90.00	25,500.00	5,100.00
Electrical Engineering		16,050.00	90.00	12,037.50	2,407.50
Accessibility Consultant		9,000.00	90.00	6,750.00	1,350.00
Moisture Consultant		6,000.00	90.00	4,500.00	900.00
	Subtotal	395,050.00	90.00	296,287.50	59,257.50
Construction Services (for 18 months)					
Architecture / Interior Design		100,000.00	0.00	0.00	0.00
Structural Engineering		15,000.00	0.00	0.00	0.00
Mechanical, Plumbing & Fire Protection		10,500.00	0.00	0.00	0.00
Electrical Engineering		5,350.00	0.00	0.00	0.00
Accessibility Consultant		20,000.00	0.00	0.00	0.00
Moisture Consultant		7,500.00	0.00	0.00	0.00
	Subtotal	158,350.00	0.00	0.00	0.00

Description		Contract Amount	Percent Complete	Prior Billed	Current Billed
Additional Services					
Architectural ASR #1		0.00	0.00	0.00	0.00
	Subtotal	0.00	0.00	0.00	0.00
Reimbursable Expenses					
Printing		0.00	0.00	3,008.12	959.02
Renderings		0.00	0.00	0.00	450.00
	Subtotal	0.00	0.00	3,008.12	1,409.02
	Total	1,039,500.00	81.39	785,395.62	60,666.52

Invoice total **60,666.52**

A2H ENGINEERS ARCHITECTS PLANNERS

Accounts Receivable
65 Germantown Court, Suite 300
Memphis, TN 38018-4258
P. 901.372.0404

Industrial Development Board of the City of Lakeland, TN
10001 Highway 70
Lakeland, TN 38002
Paul Luker

Invoice number 75735
Date 12/31/2025

Project **24166 City of Lakeland-LakelandTN-Construction Administration Ashmont Development TIF**

For services performed through date of invoice

Industrial Development Board of the City of Lakeland, TN
Construction Contract Administration
Lakeland Ashmont Development TIF
Lakeland, TN

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Construction Administration (Hourly Not To Exceed)	30,000.00	35.38	10,125.00	10,612.50	487.50
Total	30,000.00	35.38	10,125.00	10,612.50	487.50

Construction Administration (Hourly Not To Exceed)

Hourly Professional Fees

	Hours	Rate	Billed Amount
Engineer II			
Bob Watson	3.25	150.00	487.50
Construction Administration (Hourly Not To Exceed) subtotal			487.50

Invoice total **487.50**

LEM

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
75546	11/30/2025	412.50		412.50			
75735	12/31/2025	487.50	487.50				
	Total	900.00	487.50	412.50	0.00	0.00	0.00

Accounts Receivable
65 Germantown Court, Suite 300
Memphis, TN 38018-4258
P. 901.372.0404

First Citizens National Bank
PO Drawer N
Munford, TN 38058
Nelson Williams

Invoice number 75736
Date 12/31/2025

Project **24227 First Citizens National Bank-Lakeland, TN-Ashmont Development - Phase 1 CA**

For services performed through date of invoice

First Citizens National Bank
Ashmont Planned Development – Phase 1
Construction Observation Services
Lakeland, TN

Construction Observation

Hourly Professional Fees

	Units	Rate	Billed Amount
Engineer II			
Bob Watson	1.00	150.00	150.00
Construction Administrator II			
Nicholas Byrd	8.00	100.00	800.00
Construction Observation subtotal			950.00

Invoice total **950.00**

LEM

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
75736	12/31/2025	950.00	950.00				
	Total	950.00	950.00	0.00	0.00	0.00	0.00

CONSTRUCTION OBSERVATION REPORT

PROJECT

Name:	LAKELAND ASHMONT DEVELOPMENT – PHASE 3
A2H Project #:	24227
Client:	First Citizens National Bank

PRESENT AT SITE

Contractor:	☒
Architect:	☐
Owner:	☐
Testing Lab:	☐
Soils Inspector:	☐
Engineer:	☐
Construction Observer:	☒
Other (Subcontractor):	☐

DETAILS

Date:	01/15/2026
Location:	Lakeland, TN
Weather:	40º and Partly Cloudy
Arrival Time:	1:00 pm
Departure Time:	2:00 pm

SITE VISIT CONDUCTED BY

Name	*Title*	*Company*
Nick Byrd (**NB**)	Constructor Observer	A2H, Inc.

ALSO PRESENT DURING PART OF THE SITE VISIT

Name	*Title*	*Company*
Mark Delancey (**MD**)	Site Superintendent	Moss-Carpenter Construction Company, Inc.

The purpose of the visit was to observe the progress of construction in reference to Pay Application #2 for Phase 3.

THE FOLLOWING ITEMS WERE OBSERVED

At the request of First Citizens National Bank, A2H conducted a site visit on January 15th, 2026, to the construction site located at the northwest corner of Davies Plantation Road and Canada Road in Lakeland, Tennessee. Nick Byrd (**NB**) of A2H arrived at the development site and met with Mark Delancey (**MD**) of Moss-Carpenter Construction to drive around and observe the progress of construction since the last site visit on December 12th, 2025. This is the first site visit by A2H since the work in Phase 3 began.

The work performed since our last site visit was concentrated in Area 4. (Phase 3 consists of grading and public infrastructure work in Areas 1, 4, and 7B, as well as some limited work in the Common Area to the north. Refer to the site map attached at the end of this report.)

Since our last site visit, the contractor has begun installing sanitary sewer as well as storm drainage in Area 4. Survey Layout was needed prior to installing any sewer or storm drainage items. Both operations also required earthwork and testing for soil compaction after installation. New silt fence has been installed in several locations throughout Area 4 for erosion control.

ADDITIONAL COMMENTS

No site visit was conducted by A2H to observe the construction progress for Pay Application #1. A2H did not receive that pay application until January 11, 2026, after the pay period for Pay Application #2 had already concluded.

See photos and descriptions below. A site map showing each area is attached at the end of this report.

DRAW AMOUNT

Based on the documentation supplied by Ashmont Developer, LLC, the total contract amount that has been funded for construction is $3,055,006.00. The total work completed through January 7th, 2026, is $709,023.60 (before deducting retainage). The current payment due for Pay Application #2 is $282,667.18 which excludes retainage and previous payments to date. Based on our observations at the site, it is our opinion that the total work completed to date approximately corresponds to 23% of the overall contract budget that is reflected in Pay Application #2. From our observations of the progression of the work performed and the timeframe in which it has been performed, we feel that the project is not overfunded at this point in construction.

Copies to: **Nelson Williams – First Citizens National Bank**
Bob Watson - A2H, Inc.
File (24227)

Respectfully submitted,

N. Byrd

Nicholas Byrd
Construction Coordinator – A2H, Inc.

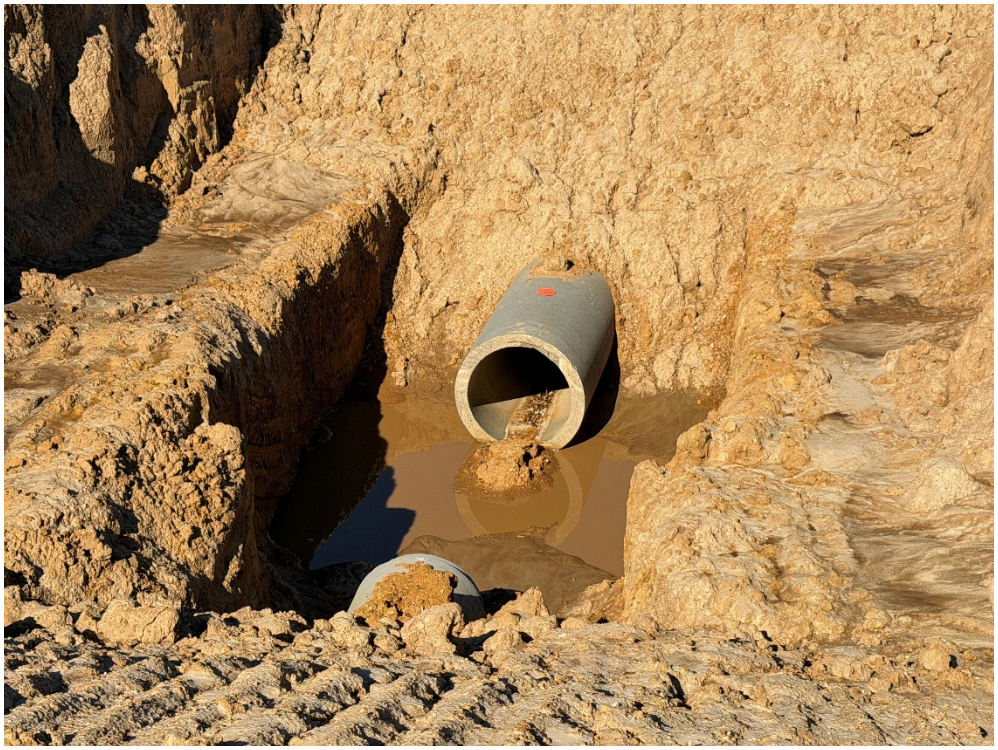


Photo 1: Storm Drainage in process of installation.

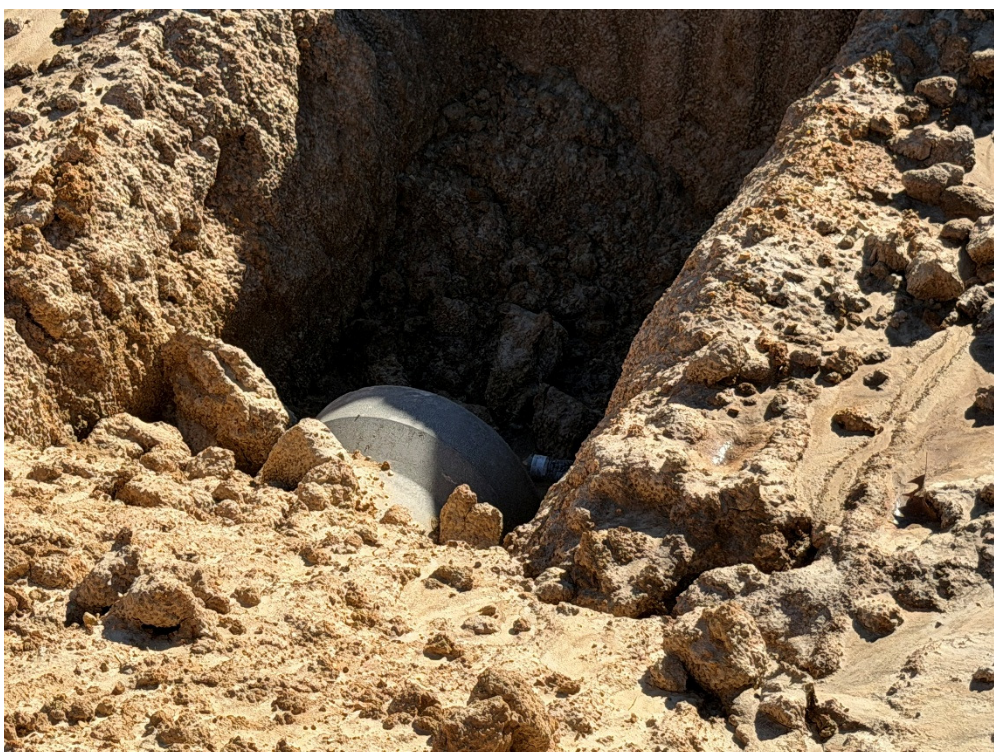


Photo 2: Storm Drainage in process of installation.

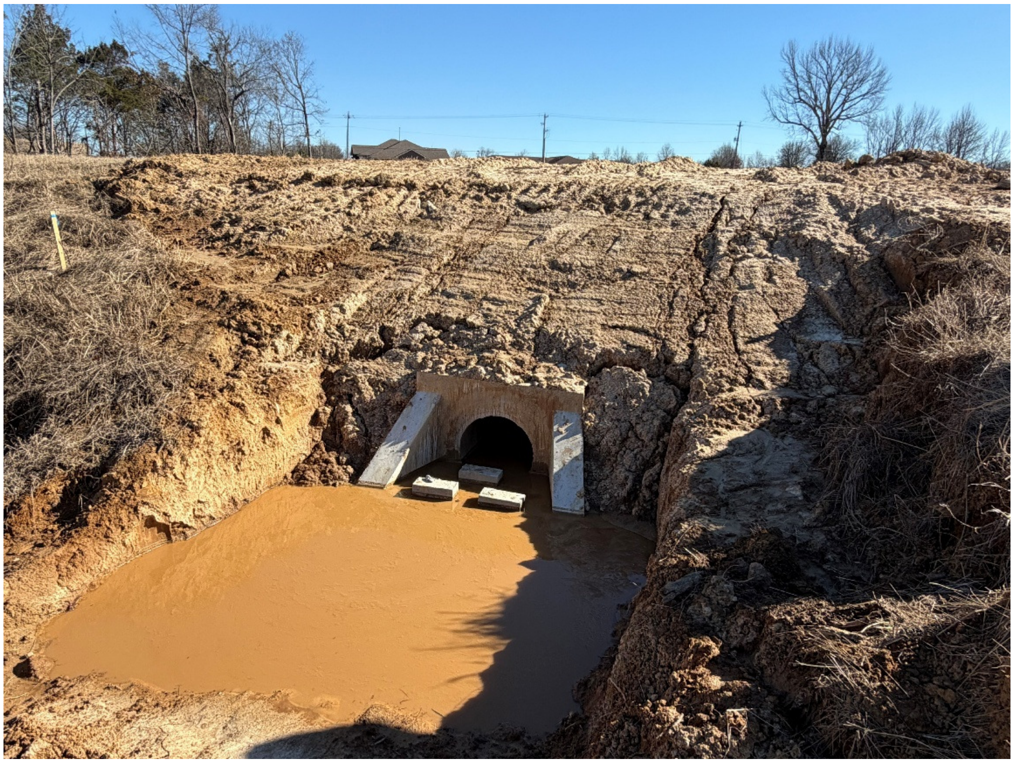


Photo 3: Storm drainage that has been installed.

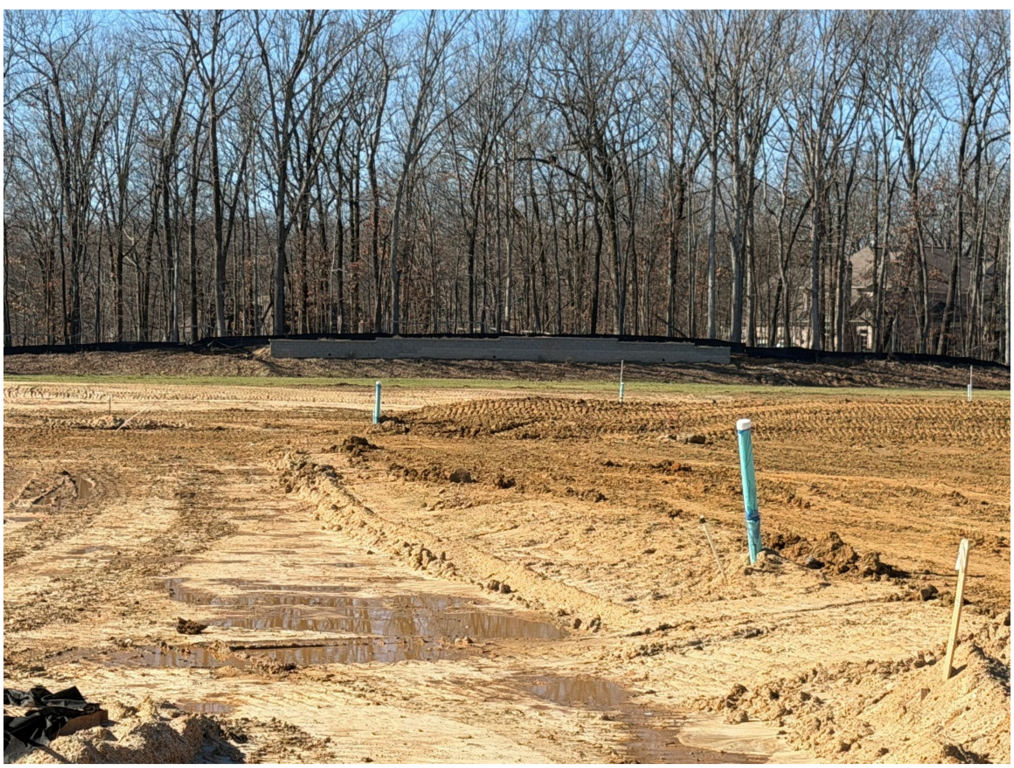


Photo 4: Sanitary Sewer service lines that have been stubbed up at lot locations.

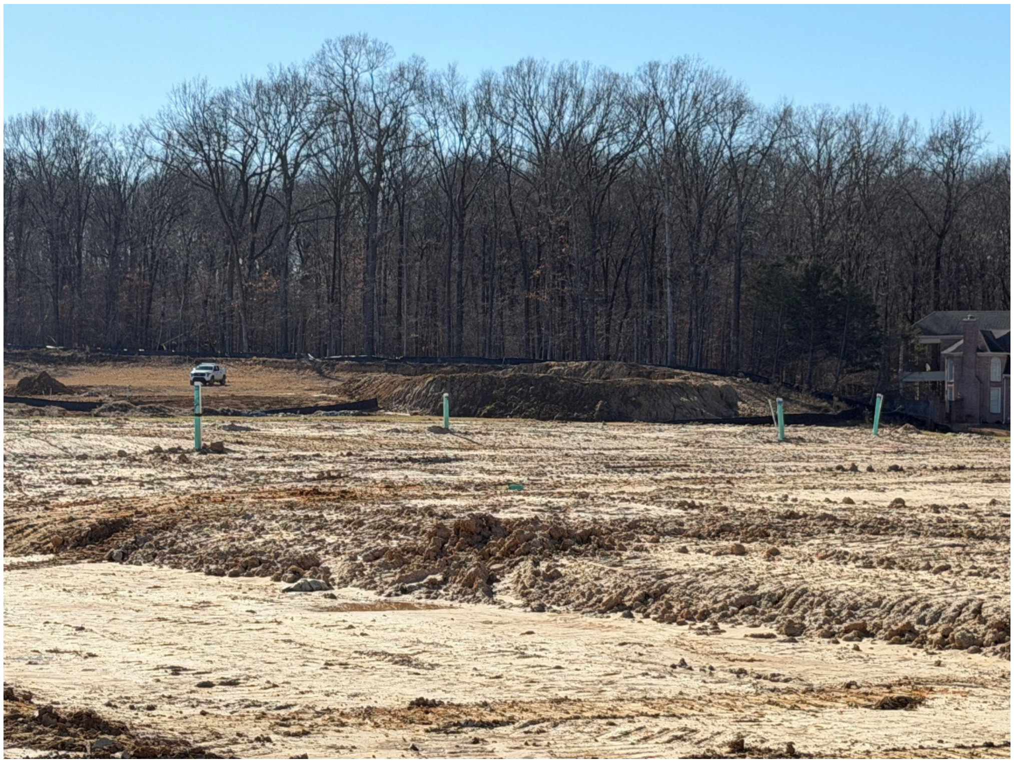


Photo 5: Sanitary Sewer service lines that have been stubbed up at lot locations.

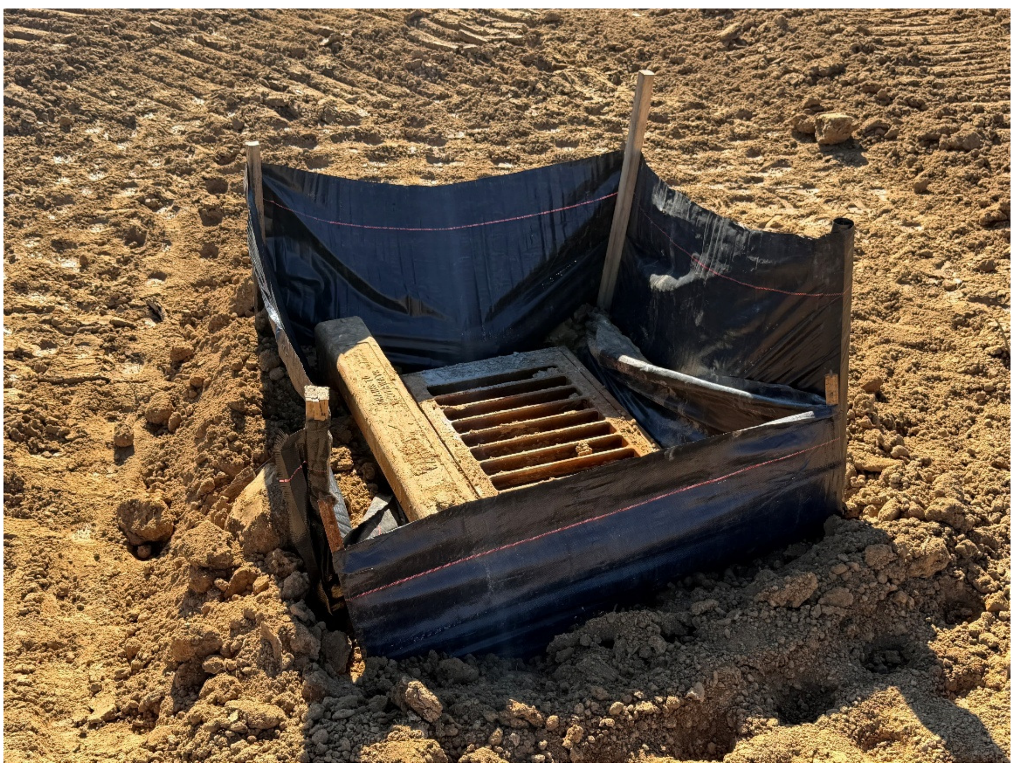


Photo 6: Curb inlet that has been installed.

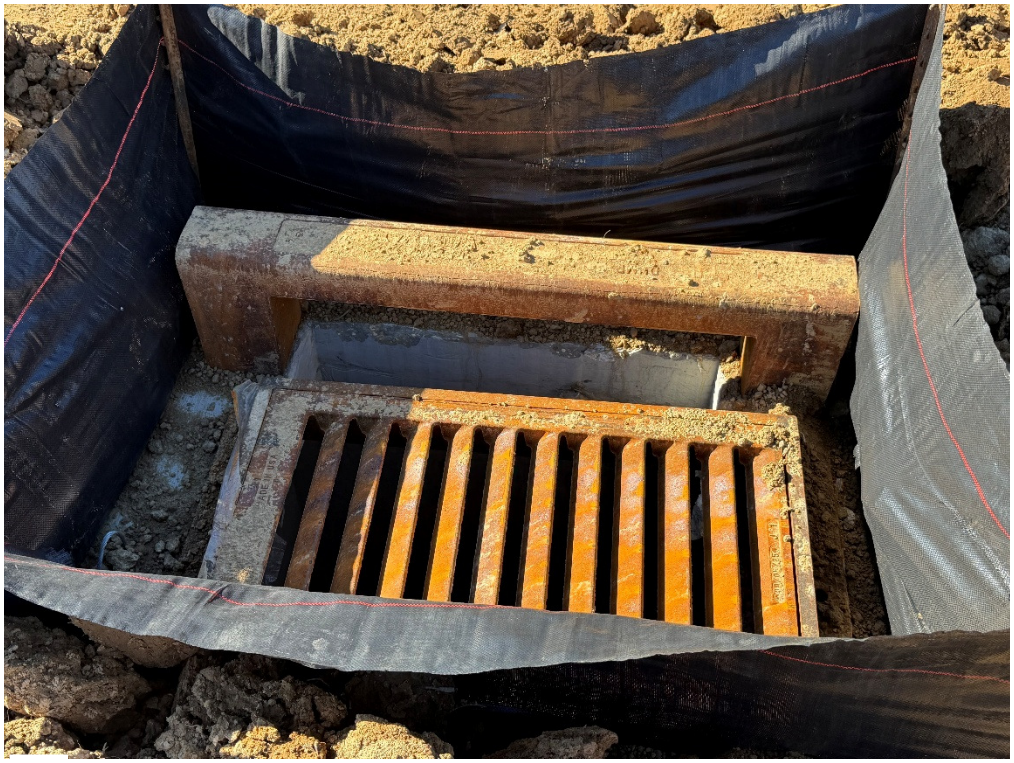


Photo 7: Curb inlet that has been installed.

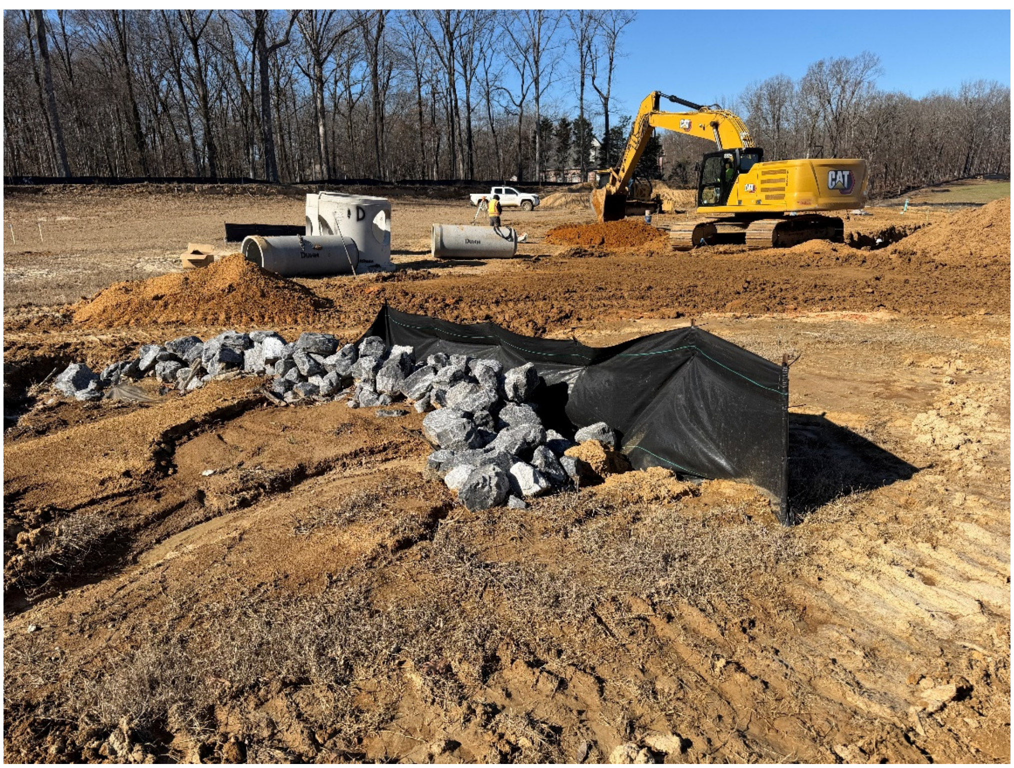


Photo 8: Silt Fence that has been installed for erosion control.

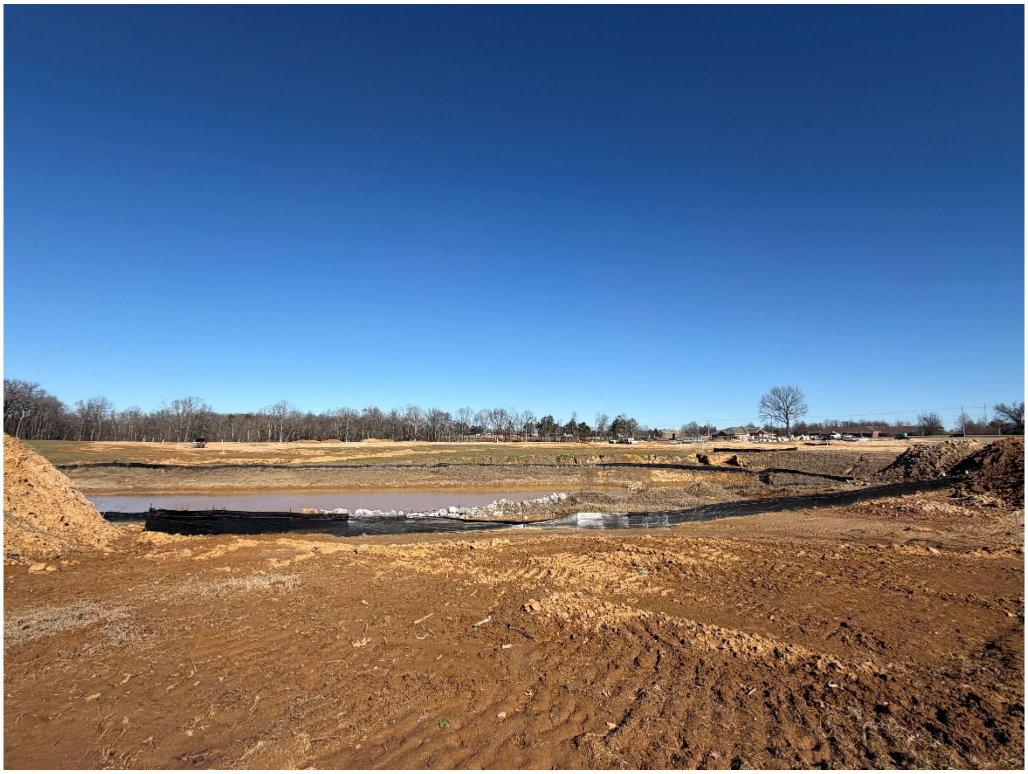


Photo 9: Silt Fence that has been installed for erosion control.

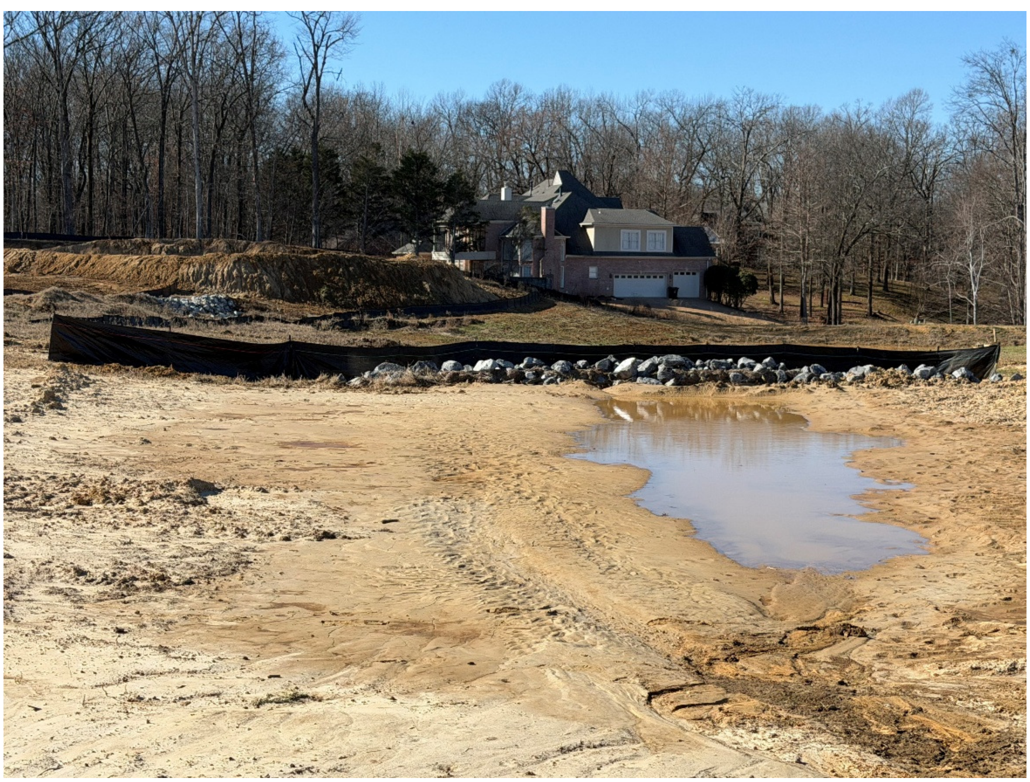
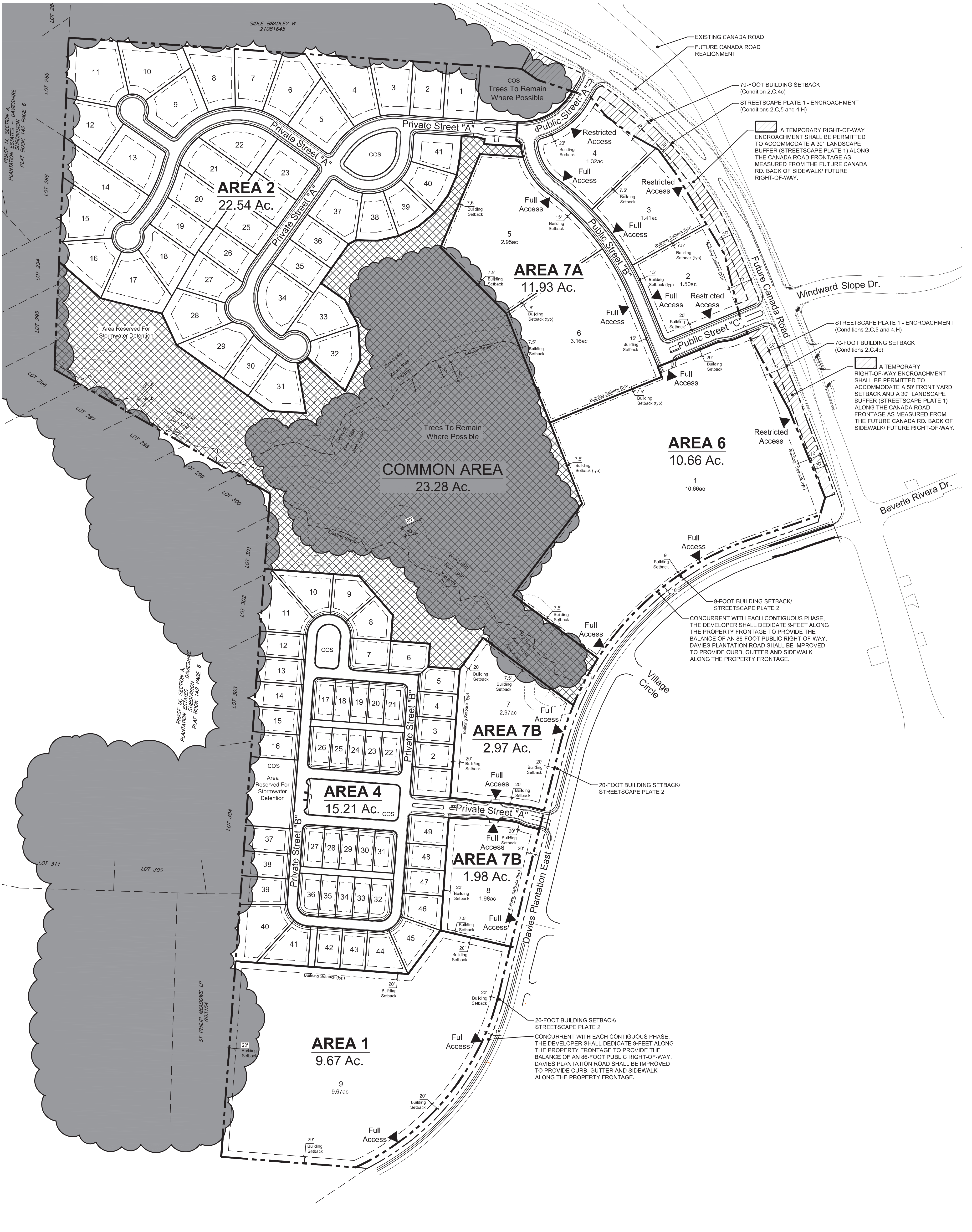


Photo 10: Silt Fence that has been installed for erosion control.

End of Report


AREA 2
22.54 Ac.
AREA 7A
11.93 Ac.
AREA 6
10.66 Ac.
COMMON AREA
23.28 Ac.
AREA 4
15.21 Ac.
AREA 7B
2.97 Ac.
AREA 7B
1.98 Ac.
AREA 1
9.67 Ac.
Private Street "A"
Private Street "B"
Public Street "A"
Public Street "B"
Public Street "C"
Future Canada Road
Windward Slope Dr.
Beverle Rivera Dr.
Village Circle
Davies Plantation East
COS
Trees To Remain Where Possible
Area Reserved For Stormwater Detention
Full Access
Restricted Access
Building Setback
EXISTING CANADA ROAD
FUTURE CANADA ROAD REALIGNMENT
70-FOOT BUILDING SETBACK (Condition 2.C.4c)
STREETSCAPE PLATE 1 - ENCROACHMENT (Conditions 2.C.5 and 4.H)
A TEMPORARY RIGHT-OF-WAY ENCROACHMENT SHALL BE PERMITTED TO ACCOMMODATE A 30' LANDSCAPE BUFFER (STREETSCAPE PLATE 1) ALONG THE CANADA ROAD FRONTAGE AS MEASURED FROM THE FUTURE CANADA RD. BACK OF SIDEWALK/ FUTURE RIGHT-OF-WAY.
A TEMPORARY RIGHT-OF-WAY ENCROACHMENT SHALL BE PERMITTED TO ACCOMMODATE A 50' FRONT YARD SETBACK AND A 30' LANDSCAPE BUFFER (STREETSCAPE PLATE 1) ALONG THE CANADA ROAD FRONTAGE AS MEASURED FROM THE FUTURE CANADA RD. BACK OF SIDEWALK/ FUTURE RIGHT-OF-WAY.
9-FOOT BUILDING SETBACK/ STREETSCAPE PLATE 2
CONCURRENT WITH EACH CONTIGUOUS PHASE, THE DEVELOPER SHALL DEDICATE 9-FEET ALONG THE PROPERTY FRONTAGE TO PROVIDE THE BALANCE OF AN 86-FOOT PUBLIC RIGHT-OF-WAY. DAVIES PLANTATION ROAD SHALL BE IMPROVED TO PROVIDE CURB, GUTTER AND SIDEWALK ALONG THE PROPERTY FRONTAGE.
20-FOOT BUILDING SETBACK/ STREETSCAPE PLATE 2
SIDLE BRADLEY W 21081645
PHASE IX, SECTION A, PLANTATION ESTATES - DAVIESHIRE SUBDIVISION PLAT BOOK 142 PAGE 6
ST PHILIP MEADOWS LP G03154

RESOLUTION R-9-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE APPROVING DRAW REQUEST 4 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR THE LAKELAND SAFETY TIF.

WHEREAS, The Industrial Development Board of the City of Lakeland, Tennessee (the "Lakeland IDB") approved an economic impact plan (the "Economic Impact Plan") regarding the development and improvement of an area in the City of Lakeland, Tennessee and Shelby County, Tennessee around Highway 70 and Seed Tick Road, as described in the Economic Impact Plan; and

WHEREAS, the Lakeland IDB approved a Tax Increment Financing Application (the "TIF Application") for the Plan Area; and

WHEREAS, the development of the Plan Area is expected to create a mixed use development that is expected to include retail space and hotels, which will provide the City of Lakeland, Tennessee with an integrated, pedestrian-oriented community with an emphasis on safety, accessibility and comfort, and medical office buildings, as more particularly described in the Economic Impact Plan (the "Project"); and

WHEREAS, the Economic Impact Plan permits certain tax increment financing ("Tax Increment Financing") pursuant to Chapter 53, Title 7 of the Tennessee Code Annotated; and

WHEREAS, to finance the costs of the Project, the Lakeland IDB, as Borrower, Valleybrook Development, LLC, and Scott's Creek Development, LLC, and FirstBank, as Lender desire to enter into that certain Loan Agreement and any ancillary documents described therein (collectively, the "Loan Documents"), the forms of which is attached hereto as Exhibit A; and as a result of the Loan Documents, the Lender has agreed to extend a loan to the Lakeland IDB in the principal amount not to exceed $7,500,000; and

WHEREAS, under Tenn. Code Ann. §§ 7-53-101, et seq., and the Economic Impact Plan, the Lakeland IDB is authorized to issue and secure the TIF Note (as defined in the Loan Documents) to finance Eligible Costs; and

WHEREAS, the Tax Increment Financing shall not represent or constitute a debt or pledge of the faith and credit or the taxing power of the City of Lakeland, Tennessee or Shelby County Tennessee for approval with Tennessee Code Annotated 7-53-312;

WHEREAS, under the Development Agreement between the Lakeland IDB and the City, the proceeds of the Tax Increment Financing would be used to pay the costs of the eligible public improvements (the "TIF Eligible Costs") relating to the development of the Project and would pledge the TIF Revenues to apply to the debt service of the Tax Increment Financing; and

WHEREAS, in connection with the Tax Increment Financing, the developers have submitted Draw Request 4, a copy of which is attached hereto as **Exhibit B**, to use for certain TIF Eligible Costs.

RESOLUTION R-9-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE APPROVING DRAW REQUEST 4 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR THE LAKELAND SAFETY TIF.

NOW, THEREFORE, BE IT RESOLVED by the Lakeland IDB that**:**

RESOLVED, the Draw Request is hereby approved by the Lakeland IDB and further,

RESOLVED, the directors, officers, agents, and employees of the Lakeland IDB are hereby authorized and directed to do all such things and to execute or accept any and all such certificates or documents as may be necessary to carry out and comply with the provisions of this Resolution and to carry out, give effect to and consummate the transactions contemplated hereby and thereby. All of the acts and doings of the directors, officers, agents and employees of the Lakeland IDB which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Dated: January 22, 2026

____
Steve Laster, *Chair*

Attest:

____
Richard Justin, *Secretary*

RESOLUTION R-9-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE APPROVING DRAW REQUEST 4 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR THE LAKELAND SAFETY TIF.

Exhibit A

Loan

Documents

RESOLUTION R-9-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE APPROVING DRAW REQUEST 4 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR THE LAKELAND SAFETY TIF.

Exhibit B

Draw

Request

W. H. PORTER CONSULTANTS, PLLC

6055 Primacy Parkway, Suite 115
Memphis, Tennessee 38119
(901) 363-9453

Engineers, Planners, Surveyors, Consultants

December 23, 2025

Mr. Paul Luker, President
Industrial Development Board
City of Lakeland, TN
10001 Highway 70
Lakeland, TN 38002

RE: Lakeland Meadows Safe City TIF

Dear Mr. Luker,

The Seed Tick Road was inspected on December 21, 2025. The pay request from Magnolia Underground Construction, Inc application #4 for Seed Tick Road, dated December 10, 2025 in the amount of **$118,500.00** was approved for the work completed. The pay request items all pertain to public infrastructure items, as such pertain to the TIF. If you have any question, please feel free to contact me.

Sincerely,

Harry P. Dike

Harry P. Dike
Member - RLS

SAFETY TIF FUNDING REQUEST
STAFF REPORT EXHIBIT A

Eligible Costs Reporting

	Developer Budget	Prior Draws	Current Draw	Draws PTD	Remaining TIF Loan
Land	3,650,000.00				
Infrastructure					
Site Prep	$ 1,911,792.72				
Streets	-				
Utilities	694,677.84				
Landscape and Other					
Total Infrastructure	6,256,470.56	$ 5,920,425.87	$ 298,975.18	$ 6,219,401.05	$ 37,069.51
Soft Costs (professional fees, interest expense)	1,243,529.44	1,243,529.44	-	1,243,529.44	-
Total Project Estimate	$ 7,500,000.00	$ 7,163,955.31	$ 298,975.18	$ 7,462,930.49	$ 37,069.51
Budget Use Percentage To Date	99.5%				

Lakeland Safe City TIF Draw

12/30/25

Scott's Creek Development TIF Draw request #4

Exhibit	Check	Paid Date	Invoice	Amount	Description	Note
			Magnolia Underground	$ 59,250.00	Seed Tick Road	1/2 Pay App #4
			Magnolia Underground	$ 74,543.00	Seed Tick Road	1/2 Pay App #5
			MLGW	$ 15,694.59	Seed Tick Road	1/2 Hwy 70 pole relocations
			Total	$ 149,487.59		

Valley Brook Development TIF Draw request #4

			Magnolia Underground	$ 59,250.00	Seed Tick Road	1/2 Pay App #4
			Magnolia Underground	$ 74,543.00	Seed Tick Road	1/2 Pay App #5
			MLGW	$ 15,694.59	Seed Tick Road	1/2 Hwy 70 pole relocations
			Total	$ 149,487.59		

Lakeland Safe City TIF Tranche #1 $7,500,000	PROJECT BUDGET	REALLOCATIONS			DRAW REQUESTS						%	Balance to Fund
					3/28/25	3/28/25	8/28/25	10/23/25	12/30/25			(Incl. Retainage)
	Original	Prev. Adj.	Current Adj	Revised	Closing	Draw 1	Draw 2	Draw 3	Draw 4	Total	%	
LAND:												
Municipal / ROW	$ 3,650,000.00			$ 3,650,000.00		$ 3,650,000.00				$ 3,650,000.00	100%	$ -
SUB TOTAL LAND	**$ 3,650,000.00**	**$ -**	**$ -**	**$ 3,650,000.00**	**$ -**	**$ 3,650,000.00**	**$ -**	**$ -**	**$ -**	**$ 3,650,000.00**	**100%**	**$ -**
HARD COSTS:												
Infrastructure	$ 1,911,792.72			$ 1,911,792.72			$ 1,018,748.03	$ 557,000.00	$ 298,975.18	$ 1,874,723.21	98%	$ 37,069.51
Retainage Escrow												
Landscaping												
MLGW / Utility Connections	$ 694,677.84			$ 694,677.84		$ 694,677.84				$ 694,677.84	100%	$ -
SUB TOTAL HARD COSTS	**$ 2,606,470.56**	**$ -**	**$ -**	**$ 2,606,470.56**	**$ -**	**$ 694,677.84**	**$ 1,018,748.03**	**$ 557,000.00**	**$ 298,975.18**	**$ 2,569,401.05**	**99%**	**$ 37,069.51**
SOFT COSTS:												
Architect	$ 65,602.03			$ 65,602.03		$ 61,119.53	$ 4,482.50	$ -	$ -	$ 65,602.03	100%	$ -
Engineering	$ 165,340.53			$ 165,340.53		$ 23,509.06	$ 141,831.47	$ -	$ -	$ 165,340.53	100%	$ -
Insurance & Bonding										$ -		
Planning / Consulting	$ 211,450.00			$ 211,450.00		$ 153,950.00	$ 57,500.00	$ -	$ -	$ 211,450.00	100%	$ -
Lakeland Development Fees	$ 142,756.76			$ 142,756.76		$ 142,756.76				$ 142,756.76	100%	$ -
Legal / Title Work / Bank Closing Costs / Appraisal	$ 148,321.50			$ 148,321.50	$ 90,898.00	$ 52,877.00	$ 4,546.50	$ -	$ -	$ 148,321.50	100%	$ -
Surveys / Phase I / Site Staking	$ 3,572.50			$ 3,572.50			$ 3,572.50	$ -	$ -	$ 3,572.50	100%	$ -
MLGW / Fees										$ -		
TDEC / Fees	$ 6,486.12			$ 6,486.12		$ 2,184.00	$ 4,302.12	$ -	$ -	$ 6,486.12	100%	$ -
RE Taxes										$ -		
Interest / Operating Reserve	$ 500,000.00			$ 500,000.00	$ 500,000.00					$ 500,000.00	100%	$ -
Traffic Study Escrow												
Contingency												
SUB TOTAL SOFT COSTS	**$ 1,243,529.44**	**$ -**	**$ -**	**$ 1,243,529.44**	**$ 590,898.00**	**$ 436,396.35**	**$ 216,235.09**	**$ -**	**$ -**	**$ 1,243,529.44**	**100%**	**$ -**
TOTAL PROJECT COSTS TO TIF	**$ 7,500,000.00**	**$ -**	**$ -**	**$ 7,500,000.00**	**$ 590,898.00**	**$ 4,781,074.19**	**$ 1,234,983.12**	**$ 557,000.00**	**$ 298,975.18**	**$ 7,462,930.49**	**100%**	**$ 37,069.51**
SOURCES OF FUNDS:												
Developer Equity / Debt Needed												
TIF - FirstBank	$ 7,500,000.00			$ 7,500,000.00	$ 590,898.00	$ 4,781,074.19	$ 1,234,983.12	$ 557,000.00	$ 298,975.18	$ 7,462,930.49	100%	$ 37,069.51
TOTAL SOURCES OF FUNDS	**$ 7,500,000.00**			**$ 7,500,000.00**	**$ 590,898.00**	**$ 4,781,074.19**	**$ 1,234,983.12**	**$ 557,000.00**	**$ 298,975.18**	**$ 7,462,930.49**	**100%**	**$ 37,069.51**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: Valleybrook Development/Scott's Creek Development, LLC Joint Venture
8620 Trinity Rd, Suite 202
Cordova, TN 38018

PROJECT: Seed Tick Road

APPLICATION NO: 4

PERIOD TO: 12/10/25

PROJECT NO:

CONTRACT DATE:

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Magnolia Underground Construction, Inc.
2898 Cayce Road
Byhalia, MS 38611

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ 996,374.80
2. Net change by Change Orders $ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ 996,374.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ 743,121.50
5. RETAINAGE:
   a. 0 % of Completed Work (Column D + E on G703) $ 0.00
   b. ______ % of Stored Material (Column F on G703) $
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ 743,121.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ 624,621.50
8. CURRENT PAYMENT DUE $ 118,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ 253,253.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Magnolia Underground Construction, Inc.

By: John Coleman Date: 12/10/2025

State of: Tennessee County of: Shelby
Subscribed and sworn to before me this
Notary Public:
My Commission expires: Notary Public:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . $ 118,500.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Harry P. Dike Date: 12-23-2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PAGE OF PAGES

APPLICATION NO: 4
APPLICATION DATE: 10/11/25
PERIOD TO: 12/10/25
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	SEED TICK ROAD								
1	STORM DRAINAGE	$239,104.00	$239,104.00			$239,104.00	100.00%		$0.00
2	SITEWORK	$177,017.50	$177,017.50			$177,017.50	100.00%		$0.00
3	ROAD WORK	$530,667.30	$168,000.00	$113,500.00		$281,500.00	53.05%	$249,167.30	$0.00
4	EROSION CONTROL	$49,586.00	$40,500.00	$5,000.00		$45,500.00	91.76%	$4,086.00	$0.00
	GRAND TOTALS	$996,374.80	$624,621.50	$118,500.00	$0.00	$743,121.50	74.58%	$253,253.30	$0.00

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: Valleybrook Development/Scott's Creek Development, LLC Joint Venture
8620 Trinity Rd, Suite 202
Cordova, TN 38018

PROJECT: Seed Tick Road

APPLICATION NO: 5

PERIOD TO: 12/19/2025

PROJECT NO:

CONTRACT DATE:

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Magnolia Underground Construction, Inc.
2898 Cayce Road
Byhalia, MS 38611

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 996,374.80
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 996,374.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 892,207.50
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ___ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 892,207.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 743,121.50
8. CURRENT PAYMENT DUE		$ 149,086.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	104,167.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Magnolia Underground Construction, Inc.

By: John Coleman Date: 12/19/2025

State of: Tennessee County of: Shelby
Subscribed and sworn to before me this
Notary Public:
My Commission expires: Notary Public:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . $ 149,086.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Harry P. Dike Date: 12-23-2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 12/19/2025
PERIOD TO: 12/19/2025
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	SEED TICK ROAD								
1	STORM DRAINAGE	$239,104.00	$239,104.00			$239,104.00	100.00%		$0.00
2	SITEWORK	$177,017.50	$177,017.50			$177,017.50	100.00%		$0.00
3	ROAD WORK	$530,667.30	$281,500.00	$145,000.00		$426,500.00	80.37%	$104,167.30	$0.00
4	EROSION CONTROL	$49,586.00	$45,500.00	$4,086.00		$49,586.00	100.00%		$0.00
	GRAND TOTALS	$996,374.80	$743,121.50	$149,086.00	$0.00	$892,207.50	89.55%	$104,167.30	$0.00

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

MLGW MEMPHIS LIGHT, GAS AND WATER DIVISION
PO BOX 430 MEMPHIS, TENNESSEE 38101-0430

12/16/2025

VALLEYBROOK DEVELOPMENT

RE: 9845 OLD BROWNSVILLE RD
Elec Reloc at customer request

WO#: WO1706115 ELEC - RELOCATE AT CUSTOMER REQUEST

Dear Customer:

We have completed the design for the work you requested based upon the information provided by you and/or your contractors. The estimated cost of this work is $31,389.18, provided payment is received and processed by MLGW within ninety (90) days from the date of this letter. The estimated cost may include **City of Memphis** Permit and Diminution fees for street repairs for associated excavations*. If you request any revisions, a new design and cost estimate will be required. While MLGW is able to provide initial cost estimates, some delays associated with your request may be unavoidable due to shortages of materials needed to complete your project. These delays cannot be prevented by MLGW, but we apologize for any inconvenience caused.

Unless stated otherwise in this letter, this cost does not include:

- The cost to perform any work outside MLGW's normal working hours.
- Costs from other utilities that may be involved with your project. Please contact these companies directly.
- The cost of any environmental remediation or any special precautions that we may need to take due to site conditions not identified at this time. Associated site issues are the customer's physical and financial responsibility and must be remedied prior to MLGW's construction.

MLGW must receive full payment before construction will be scheduled. You may return your check or money order in the enclosed return envelope or send your payment to MLGW Builder Services Center, 245 S Main St, Memphis, TN 38103. **The Builder Services Center is open Monday-Friday from 7:00 a.m. until 3:30 p.m. To ensure the proper processing of your payment, please include the above Work Order Number ("WO#") on your check.**

Please do not include payment for these construction costs with any utility bill payments. This will result in delays in properly crediting your account. Also, MLGW cannot accept cash payments for this work.

Any payment submitted on behalf of this quote shall be considered by MLGW as acceptance of the terms of this quote and MLGW to access the referenced premise(s) for the purpose of planning and/or performing this utility work. Following construction, MLGW must receive inspection clearance notification from the appropriate Construction Code Enforcement agency before turning on electric or gas meters.

Some work requires additional agreements or contracts. If so, all copies of each document enclosed with this letter must be signed by your Authorized Representative and returned to MLGW. Please make no changes to any of the enclosed documents without our prior permission.

We appreciate your business and look forward to serving you. If you need any additional information, please call me at 901-729-8680

Sincerely,
Simms, Mark B
MEMPHIS LIGHT, GAS, AND WATER DIVISION
Customer Engineering Department
*For additional information on the New Street Repair Fees Imposed by The City of Memphis, call 211 or click on the following link.
https://library.m*unicode.com/TN/Memphis/codes/Code_of_Ordinances?nodeId=TIT12STSIPUPL_CH12-8STCU

Conditional Waiver and Release

Upon receipt by the undersigned of a check from VALLEY BROOK / SCOTT'S CREEK
(Maker of Check)

in the sum of $ 118,500.00 payable to MAGNOLIA
(Amount of Check) (Payee or Payees of Check)

UNDERGROUND and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned, or anyone who has provided labor and equipment to the undersigned/may have on the job of

VALLEY BROOK DEV. / SCOTTS CREEK DEV.
(Owner)

located at SEED TICK RD. LAKELAND, TN
(Property Address)

This release covers this progress payment to the undersigned for all labor, services, equipment or material furnished on the job. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: 12/10/2025

MAGNOLIA UNDERGROUND CONST. INC.
(Company's Name)

By: Kevin Hurley

Title: PRESIDENT

Conditional Waiver and Release

Upon receipt by the undersigned of a check from SCOTTS CREEK DEV.
(Maker of Check)

in the sum of $ 206,198.00 (Amount of Check) payable to MAGNOLIA (Payee or Payees of Check)

UNDERGROUND and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned, or anyone who has provided labor and equipment to the undersigned, may have on the job of

SCOTT'S CREEK DEV. LLC
(Owner)

located at OLD BROWNSVILLE RD. LAKELAND, TN
(Property Address)

This release covers this progress payment to the undersigned for all labor, services, equipment or material furnished on the job. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: 12/10/2025

Magnolia Underground Const. Inc.
(Company's Name)

By: Kevin Hurley

Title: PRESIDENT

Conditional Waiver and Release

Upon receipt by the undersigned of a check from VALLEY BROOK / SCOTT'S CREEK
(Maker of Check)
in the sum of $ 149,086.00 payable to MAGNOLIA
(Amount of Check) (Payee or Payees of Check)
UNDERGROUND and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned, or anyone who has provided labor and equipment to the undersigned, may have on the job of

VALLEY BROOK DEV. / SCOTT'S CREEK DEV. LLC
(Owner)
located at SEED TICK RD. LAKELAND, TN
(Property Address)

This release covers this progress payment to the undersigned for all labor, services, equipment or material furnished on the job. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: 12-29-2025

MAGNOLIA UNDERGROUND CONST. INC.
(Company's Name)

By: Kevin Hurley

Title: PRESIDENT

EXHIBIT A
To BORROWING CERTIFICATE
DISBURSEMENT REQUEST

DRAW AUTHORIZATION

TO: FirstBank ("Bank")

DATE:

Please advance $298,975.18 on the Loan evidenced by The Industrial Development Board of the City of Lakeland, Tennessee Tax Increment Revenue Note (Lakeland Safe City Development) in the principal amount not to exceed $7,500,000 dated 3/28/2025, 2025 (the "Loan"). The advance shall be used to pay the costs and expenses set forth on the attached Schedule 1. The advance shall be allocated and paid to Developer:

Valleybrook Development, LLC:	$ 149,487.59
Scott's Creek Development LLC:	$ 149,487.59
Total:	$ 298,975.18

Funds should be wired to:

Account Name: Valleybrook Development, LLC
Bank:
ABA Routing Number:
Account Number:

Account Name: Scott's Creek, LLC
Bank:
ABA Routing Number:
Account Number:

VALLEYBROOK DEVELOPMENT, LLC, a Tennessee limited liability company

By: Ronnie Faulkner

Title: Manager

SCOTT'S CREEK DEVELOPMENT LLC, a Tennessee limited liability company

By: Jim Middleton

Title: Managing Member

EXHIBIT B

BORROWING CERTIFICATE
DISBURSEMENT REQUEST

To: FirstBank
6815 Poplar Avenue, Suite 100

Memphis, Tennessee 38138
Attention:

cc: The Industrial Development Board of
the City of Lakeland, Tennessee
10001 Highway 70
Lakeland, Tennessee 38002
Attention: Chairman

Re: Loan evidenced by The Industrial Development Board of the City of Lakeland, Tennessee Tax Increment Revenue Note (Lakeland Safe City Development) in the principal amount not to exceed $7,500,000.00 dated March 28, 2025 (the "Loan"), made pursuant to a Loan Agreement, dated as of March 28, 2025 (the "Loan Agreement"), between The Industrial Development Board of the City of Lakeland, Tennessee (the "Board") and FirstBank ("Lender")

You are hereby authorized and requested to disburse pursuant to Article VI of the Loan Agreement the sum of $298,975.18 from the Lakeland Safe City Development Fund created pursuant to the Loan Agreement.

The Advance shall be allocated and paid to Developer:

Valleybrook Development, LLC:	$149,487.59
Scott's Creek Development LLC:	$149,487.59
Total:	$298,975.18

In connection with such disbursement, the undersigned hereby certifies as follows:

(a) All amounts disbursed shall be applied to the payment of or the reimbursement to Developer for the payment of costs relating to Eligible Costs.

(b) With the delivery of this Certificate, all requirements for disbursement of amounts pursuant to this request under Article VI of the Loan Agreement have been satisfied.

Please disburse all such amounts to the parties in the manner described on Exhibit A attached hereto.

All capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Loan Agreement.

Dated as of 12 - 30, 2025.

VALLEYBROOK DEVELOPMENT, LLC, a Tennessee limited liability company

By: Konnie Faulkner
Title: Manager

SCOTT'S CREEK DEVELOPMENT LLC, a Tennessee limited liability company

By:
Title: Managing Member

APPROVED BY:

FirstBank

By: ____________________________
Title: ____________________________

The Industrial Development Board of the City of Lakeland, Tennessee

By: ____________________________
Title: ____________________________

The City of Lakeland, Tennessee

By: ____________________________
Title: ____________________________

RESOLUTION R-12-2026

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING A MONTHLY STIPEND FOR THE IDB PRESIDENT

WHEREAS, The Industrial Development Board of the City of Lakeland, Tennessee (the "Lakeland IDB") recognizes the need to compensate the IDB President for the extra duties they assume when taking on this role; and

WHEREAS, the IDB President performs ongoing duties that require a consistent time commitment; and

WHEREAS, the Lakeland IDB finds that a fixed monthly stipend is an appropriate and fiscally responsible method of compensation that does not constitute salaried employment; and

WHEREAS, the Lakeland IDB has reviewed and discussed the terms, amount, and conditions of the proposed stipend;

NOW, THEREFORE, BE IT RESOLVED by the Lakeland IDB that**:**

- 1. *Authorization of Stipend*. A monthly stipend in the amount of $500.00 per month is hereby approved for IDB President, effective December 2025.
- 2. *Purpose of the Stipend*. The stipend shall be provided to compensate for extra duties assumed with the additional role.
- 3. *Duration and Review*. This stipend shall remain in effect until it is rescinded or amended by Resolution of the Lakeland IDB.

RESOLVED, the directors, officers, agents, and employees of the Lakeland IDB are hereby authorized and directed to do all such things and to execute or accept any and all such certificates or documents as may be necessary to carry out and comply with the provisions of this Resolution and to carry out, give effect to and consummate the transactions contemplated hereby and thereby. All of the acts and doings of the directors, officers, agents and employees of the Lakeland IDB which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

APPROVED AND ADOPTED by the IDB Board of Directors of the City of Lakeland, Tennessee, this 22nd day of January 2026, the public welfare requiring it.

ATTEST:

____________________________ ____________________________

Steve Laster
Chairman

Richard Justin
Secretary