

EXHIBIT "A"
FORM OF PROMISSORY NOTE

US \$1,399.90

Atlanta, Georgia
May 15, 2025

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, **Peaks of Rock Hill, LP**, a South Carolina limited partnership ("Maker"), promises to pay to the order of **Peaks of Rock Hill Developer, LLC**, a South Carolina limited liability company, its successors and assigns (hereinafter, together with all subsequent holders of this Note, called "Lender"), whose address is 3350 Riverwood Parkway, Riverwood 100 Building, Suite 800, Atlanta, Georgia 30339, or at such other place as Lender may specify, on or before the Maturity Date (hereinafter defined), the principal sum of \$1,399.90, together with interest thereon from and after the date of Stabilization, as defined in Maker's Amended and Restated Agreement of Limited Partnership executed in connection with the admission of the first tax credit investor into Maker, as the same may be from time to time amended (the "Partnership Agreement"), at the Long Term Applicable Federal Rate, determined as of the date hereof.

The principal of this note and interest earned hereon shall be paid from the first cash flow that Maker would, but for this Note, be entitled to pay to its partners under the terms of the Partnership Agreement at such time or times and in such amounts as such cash flow is permitted to be paid under the Partnership Agreement. All payments shall be applied first to interest and any balance to principal. The unpaid balance of the principal amount hereof and all interest accrued thereon shall mature and be due and payable on December 31, 2036 (the "Maturity Date").

Costs of Collection. Maker agrees to pay all costs of collection hereof when incurred, including reasonable attorneys' fees actually incurred, whether or not any legal action shall be instituted to enforce this Note.

Prepayment. Maker shall have the right to prepay this Note in whole or in part at any time without premium and penalty.

Default And Remedies

Events of Default. Each of the following events shall constitute an "Event of Default":

- (a) If Maker shall make any distribution to any of its Partners prior to payment in full of the principal of this Note.
- (b) If Maker shall fail to pay the unpaid balance of this Note and all unpaid interest accrued thereon on the Maturity Date.

Acceleration; Other Remedies. Upon the occurrence of an Event of Default, Lender may, at its option, without further notice or demand, declare the unpaid principal of this Note and all interest accrued thereon at once due and payable, and pursue any and all other rights, remedies, and recourses available to Lender, or pursue any combination of the foregoing, all remedies hereunder being cumulative.

No Waiver. Failure to exercise any of the foregoing options shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender.

Miscellaneous

Waivers. (a) Maker waives presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest or notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and properties securing payment hereof. Maker agrees that the time for any payments hereunder may be extended from time to time without notice and consent to the acceptance of further security for this Note, all without in any manner affecting their liability under or with respect to this Note. No extension of time for the payment of this Note or any installment hereof shall affect the liability of Maker under this Note even though Maker is not a party to such agreement.

(b) Maker hereby waives and renounces, to the extent same may be waived and renounced, for itself, its legal representatives, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisal, exemption and homestead now provided or which may hereafter be provided by the Constitution and the laws of the United States and of any state, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note.

Limited Liability of the Grantor and Its Partners. Notwithstanding anything to the contrary contained in this Note, the Lender agrees that no general partner or limited partner of the Maker shall have any liability for any obligation of Maker hereunder, and that such obligations shall be satisfied solely from the assets of maker.

Notice. All notices or other communications required or permitted to be given pursuant to this Note shall be in writing and shall be considered properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended addressee, or by prepaid telegram, overnight delivery service, telex or telecopy. Notice so mailed shall be effective two (2) days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the address and telecopy number of Maker shall be the address and telecopy number listed on the final page of this Note, and Lender's address shall be the address given on the first page hereof,

and Lender's telecopy number shall be (404) 760-3443, or at such other telecopy as designated by Lender from time to time; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

Governing Law. This Note shall be governed by and construed according to the laws of the State of South Carolina.

Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Time of the Essence. MAKER AGREES THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL OBLIGATIONS HEREUNDER.

Subordination. The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all indebtedness of the Maker which is secured by any security deed or security interest on any portion of the Project or the rents, issues or profits thereof, or which arises under the Partnership Agreement or any loan made by any partner of Maker pursuant thereto. As used herein, the "Project" means a residential project located in **ROCK HILL** South Carolina.


IN WITNESS WHEREOF, this Note has been duly executed under seal in Atlanta, Georgia on the date first above written.

MAKER:

PEAKS OF ROCK HILL, LP,
a South Carolina limited partnership

By: Peaks of Rock Hill GP, LLC,
a South Carolina limited liability company
Its: General Partner

By: RHG GP Management, Inc.,
a Georgia corporation
Its: Manager

By: 
Name: Sam Coats
Its: Vice President

Maker's Address:
3350 Riverwood Parkway,
Riverwood 100 Building,
Suite 800, Atlanta, Georgia 30339

RESOURCE HOUSING GROUP, INC.

CERTIFICATE OF THE ASSISTANT SECRETARY

May 13, 2025

The undersigned, CHASE NORTHCUTT, being the Assistant Secretary of RESOURCE HOUSING GROUP, INC., a Georgia nonprofit corporation (the "Corporation"), does hereby certify that attached hereto as Exhibit A are the Resolutions Adopted by Written Consent of the Majority of the Members of the Board of Directors of the Corporation (the "Written Consent"). The undersigned further certifies that there are no provisions in the Corporation's Articles of Incorporation or Bylaws limiting the power of the Board of Directors to adopt and consent to the foregoing resolutions and that the same are in conformity with the provisions of said Articles of Incorporation and Bylaws and all applicable laws and regulations.

IN WITNESS WHEREOF, the undersigned has executed this certificate effective the day and year first above written.



Chase Northcutt, Assistant Secretary

EXHIBIT A

RESOLUTIONS

RESOURCE HOUSING GROUP, INC.
(Attached)

**RESOLUTIONS ADOPTED BY WRITTEN CONSENT OF THE
MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF
RESOURCE HOUSING GROUP, INC.
BY WRITTEN CONSENT AS OF MAY 3rd, 2025**

Pursuant to the Georgia Nonprofit Corporation Code and the Bylaws of **RESOURCE HOUSING GROUP, INC.**, a Georgia nonprofit corporation (the "Corporation"), the requisite majority of the members of the Board of Directors of the Corporation do hereby adopt the following resolutions by their written consent.

RECITALS:

- A. The Corporation is the sole shareholder of **RHG GP MANAGEMENT, INC.**, a Georgia business corporation (the "Subsidiary"), which is the sole member and manager of **PEAKS OF ROCK HILL GP, LLC**, a South Carolina limited liability company (the "General Partner"), the General Partner of **PEAKS OF ROCK HILL, LP**, a South Carolina limited liability company (the "Company").
- B. The Corporation is the sole member and the sole manager of **PEAKS OF ROCK HILL DEVELOPER, LLC**, a South Carolina limited liability company (the "Developer").
- C. The Company is party by assignment to that an option to purchase certain land located in the City of Rock Hill, South Carolina (the "Property").
- D. The Company intends to purchase the Property and develop a multi-family housing community for low-income individuals to be known as Peaks of Rock Hill Apartments (the "Project").
- E. The Project intends to apply for allocations of federal and state low-income housing tax credits (the "Credits") from The South Carolina State Housing Finance and Development Authority (the "Agency").
- F. Upon receipt of an allocation of tax credits, General Partner will enter into an Amended and Restated Agreement of Limited Partnership with an investor yet to be determined upon "Investor").
- G. The Company will enter into a Development Fee Agreement with Developer for the development of the Project (the "Development Agreement").
- H. Through its control of the General Partner and the Developer, the Corporation will be in control of and will materially participate in all aspects of the development and operation of the Project;
- I. The Agency requires that the board of directors of the non-profit sponsor of any affordable housing projects which are seeking allocations of tax credits through the nonprofit set aside authorize such sponsor to materially participate in those projects;

NOW THEREFORE, BE IT RESOLVED that the Corporation is hereby authorized to materially participate in all aspects of the development and operation of the Project, and the Corporation's employees are authorized to furnish all services required in connection therewith, including but not limited to the services listed on Exhibit "I" attached hereto.

BE IT FURTHER RESOLVED that the time commitments required from the Corporation's employees in connection with such participation are expected to substantially exceed 500 hours per year for the Project and such employees are expected to provide services to the Applicants on a regular, continuous and substantial basis.

BE IT FURTHER RESOLVED, that Developer is hereby authorized to accept a total of \$1,399.90 of its development fee in the form of the note which is attached to the Development Agreement between that Developer and the Company.

(SIGNATURE(S) CONTAINED ON FOLLOWING PAGE(S))

IN WITNESS WHEREOF, the undersigned directors have executed this written consent effective as of the date first above written.

Bryant Coats

Bryant G. Coats

CW Northcutt III

Charles W. Northcutt, III

Charles Northcutt

Charles W. Northcutt, IV

Howard Oaks

William Howard Oaks

Jimbo Loftin

James D. Loftin, Jr.,

John R. West

Alison M. Drummond

John R. West

John Hamilton

John Hamilton

Bruce Street

Bruce Street

EXHIBIT 1

Services to be performed by employees of Resource Housing Group, Inc.

(a) As owner of the Subsidiary, which is the manager and owner of the General Partner of the Company;

Effectuate the assignment to the Company of an option to buy the Project site;

Coordinate filing of the tax credit application by the Company;

Following award of tax credits cause the Applicant to enter into carryover agreement relating to the Credits;

Negotiate equity and debt financing terms coordinate debt and equity closings review and approve all construction draws;

Monitor progress of construction;

Engage a property manager;

Coordinate filings re completion and placing into service and occupancy of the Project with a view to obtaining 8609s;

Coordinate reports required to secure all equity installments and loan proceeds;

Monitor performance of the property manager;

Change manager if necessary;

Coordinate insurance on Project;

Coordinate all reports including annual audit;

Monitor compliance of project with all financial covenants; and

Review compliance of project with affordability and rent restrictions and other covenants.

(b) As manager and sole member of the Developer: provide or cause to be provided all services set forth in development agreement between the Developer and the Company.

Signature: 

Bryant Coats (May 15, 2025 16:25 EDT)

Email: bcoats@rhgroup.org

Signature: 

Email: cnorthcutt@rhgroup.org

Signature:

Email: adrummond@strategicalt.com

Signature: 

Bruce Street (May 15, 2025 15:09 CDT)

Email: brucestreet@xcelerategroup.com

Signature: 

Charles Northcutt (May 17, 2025 09:02 CDT)

Email: cnorthcutt33@gmail.com

Signature: 

John Hamilton (May 15, 2025 16:31 EDT)

Email: john.hamilton@marshmma.com

Signature: 

Howard Oaks (May 16, 2025 12:08 EDT)

Email: howard.oakes@fcmlc.com

Signature: 

Jim L. Dothan (May 15, 2025 15:05 CDT)

Email: jdldothan@gmail.com

Signature: 

John West (May 16, 2025 09:40 GMT+2)

Email: jwest@rhgroup.org

May 19th, 2025

Peaks of Rock Hill, LP
Attn: Sam Coats
3350 Riverwood Parkway Suite 800
Atlanta, GA 30339
General Partner: Peaks of Rock Hill GP, LLC



Dear Mr. Coats:

ServisFirst Bank is pleased to provide this commitment for construction & permanent loan ("Loan") for the above referenced development. This commitment from ServisFirst Bank is made based upon the financial information and projections provided to us by your loan application, and under the following terms and conditions:

- Borrower:** Peaks of Rock Hill, LP
- Purpose:** To provide construction and permanent financing for a 72-unit housing development in Rock Hill, SC.
- Amount:** **A.** Up to \$20,300,000 Construction Loan
B. Up to \$5,000,000 Permanent Loan
- Maturity:** **A.** 24-months
B. 18 years
- Interest Rate:** **A.** The interest rate during the construction period will be 8.00%
B. The interest rate during the permanent loan shall be 7.30%.
- Fee:** The borrower will pay a nonrefundable fee of one percent (1.00%) of the construction loan amount due at closing plus a fee of one percent (1.00%) of the permanent loan amount.
- Repayment:** **A.** Interest Monthly, principal due at the earlier of project stabilization or maturity.
B. Principal & Interest due monthly based on a 35-year amortization.
- Disbursement Conditions:** Based on approved monthly draw requests, subject to inspection report submitted by Bank approved inspector
- Prepayment:** **A.** This facility shall be pre-payable in whole or in part without penalty or premium.
B. This loan may be prepaid with a 2% penalty for the first 5 years.

Guarantors: RHG Investments, LLC ("RHGI") will provide a corporate guaranty throughout construction and through the stabilization period. Upon the construction loan being paid off, RHGI's corporate guarantee will be released.

Security/Collateral:

A priority mortgage lien on the Property, and a priority security interest in, or collateral assignment of, as applicable to all fixtures and equipment owned by the borrower, leases and rents, project construction and architectural documents, grant funds, the borrower's interest in the investor's capital contribution.

Conditions to any funding:

- Successful syndication closing of Tax Credits from South Carolina Housing "SCH" that generates minimum total equity contribution of \$20,799,437 in Federal and State credits for the subject transaction.
- Proof of reservation of tax credits from SCH.
- Tax credit equity investor and proposed stages of pay-in are to be acceptable to Bank, in its sole discretion.
- Approval of the operating agreement between the Borrower and the Syndicator.
- Conditions to permanent financing by equity provider to be fully disclosed to the Bank.
- The receipt, review, & approval of standard due diligence items with other such conditions which are reasonable and customary for a loan of this nature and amount, including a site visit and inspections prior to closing. Such reviews & approval are to be acceptable to the Bank, in its sole discretion.
- If any subordinate financing may be necessary, may require the Banks prior approval.

Conditions to closing of permanent loan:

- The delivery to Bank of immediately available funds of an amount that is sufficient to reduce the outstanding principal balance of the Loan not to be greater than \$5,000,000;
- The payment to Bank of a conversion fee of one percent of the principal balance of the Loan (after effecting the paydown required by subsection above);
- Evidence that the Project, including all landscape and parking requirements, has been substantially completed in accordance with the Plans and Specifications and Bank shall have received a Certificate of Completion from General Contractor, and Architect certifying that the construction of the Project has been completed substantially in accordance with the Plans and Specifications (with the exception of Punch List Items), all labor, services, materials and supplies used in the Project have been paid for or will be paid for from the proceeds of the final Advance, and the completed Project conforms with all applicable zoning, land use planning, building and environmental laws and regulations of the governmental authorities having jurisdiction over the Project and the Mortgaged Property;
- Bank shall be provided an as-built survey;
- Bank shall be provided a Certificate of Occupancy from the appropriate governmental agency;
- Bank shall be provided an endorsement of its title insurance policy that is acceptable to Bank and its counsel;
- The establishment of the Operating and Replacement Reserve Accounts with Bank;

In addition, the Bank must receive and approve the following:

- Appraisal, ordered by Bank, or other third party acceptable to the Bank in its sole discretion, supporting a loan to value not to exceed 80%
- Environmental and Soil Reports
- Construction and Consultant Plan and Cost Review ordered by Bank
- Final Project Budget
- General Contractor
- A corporate completion guaranty by General Contractor and other parties as the Bank may require may be accepted if approved by the Bank
- Permitted Plans and Specifications
- Insurance naming the bank as loss payee and mortgagee
- Other third-party reports or due diligence as deemed necessary for a project of this nature, in its sole discretion

Depository Accounts:

Borrower will be required to maintain all associated depository accounts with the Bank throughout the duration of this loan.

Costs:

Borrower shall be responsible for and pay all costs, expenses and fees associated with this transaction; regardless of the credit decision reached by the Bank, including appraisal, title insurance premium, environmental report, third party plan review and inspections, and bank counsel.

Documents:

This commitment does not set forth all the terms and conditions of the facility offered herein which will be included in the Bank's loan documentation.

Patriot Act Notice:

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include loan accounts.

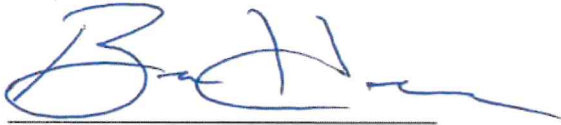
All third-party beneficiary rights are expressly negated except for the appraisal and plan and cost review. No person who is not a party to this commitment shall have or enjoy any rights under this letter. No change, amendment, modification of this commitment shall be valid unless made in writing, addressed to the Borrower and signed by a duly authorized officer of the Bank.

This commitment will expire unless the construction loan is closed on or before December 31, 2026, if not extended by the Bank and the permanent loan is closed on or before December 31, 2028.

ServisFirst Bank wishes to thank you for the opportunity to provide financing for this much-needed housing development and we look forward to working with you on this transaction.

Please do not hesitate to give me a call at (205) 578-4540 if I can be of any further assistance.

Sincerely,



By:

Name: Ben Harrison

Title: First Vice President

By signing this letter, the undersigned accept and agree to the above terms and conditions, request Bank to proceed with its due diligence and approval process and agree to pay for any expenses Bank incurs.

Approved this 22nd day of May, 2025.

"BORROWER: Peaks of Rock Hill, LP"



Sam Coats