AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF CHEROKEE, IOWA

AND

WILSON SCHOOL APARTMENTS, LLC

_____, 2018

Execution Version

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter the "Agreement"), is made on or as of the _____ day of _____, 2018, by and between the CITY OF CHEROKEE, IOWA, a municipality (hereinafter the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended (hereinafter the "Urban Renewal Act"), and WILSON SCHOOL APARTMENTS, LLC, an Iowa limited liability company (hereinafter the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the rehabilitation and redevelopment of a blighted area in the City and, in this connection, on June 12, 2018 adopted the Wilson School Urban Renewal Plan (the "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as the Wilson School Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Cherokee County, Iowa; and

WHEREAS, the Developer will own real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the parties agree that the Development Property is currently blighted under the definition included in the Urban Renewal Act; and

WHEREAS, the Developer is willing to cause certain Minimum Improvements to be constructed on the Development Property in the Urban Renewal Area if feasible, and if such Minimum Improvements are not feasible, Developer is willing to remove the blighted structures on the Development Property and prepare the site for redevelopment; and

WHEREAS, the City believes that the development of the Development Property or the remediation of blight thereon pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Blight Remediation Grants means the collective payments which may be made to the Developer under Article V of this Agreement. Blight Remediation Grants refers collectively to the Initial Grant, the Historical Rehabilitation Grant, and the Demolition Grant described in Article V, some of which are alternative in nature (i.e., Developer will not receive all of the Blight Remediation Grants under any circumstance).

Certificate of Completion means a certification in the form attached hereto as Exhibit C and hereby made a part of this Agreement, to be provided to the Developer pursuant to satisfaction of Section 6.4 of this Agreement.

City means the City of Cherokee, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2017, as amended.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be caused by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building official of the City as required by applicable City codes.

County means the County of Cherokee, Iowa.

Demolition means the demolition of the existing structures on the Development Property, the removal of all associated debris, and the preparation of the site for redevelopment.

Developer means Wilson School Apartments, LLC and its permitted successors and assigns.

Development Property means that portion of the Wilson School Urban Renewal Area of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 11.1 of this Agreement.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Minimum Improvements means the redevelopment of the existing Wilson School Building into approximately 24 market-rate rental apartment units and related site improvements as more particularly described in Exhibits B and B-1 to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Project means the construction of the Minimum Improvements on the Development Property as described in this Agreement or Demolition as described in this Agreement, as the case may be.

State means the State of Iowa.

Special Reserve Fund means a special City fund to be created to hold that portion of the City's 2016A bond proceeds that are allocated to exclusively paying the Blight Remediation Grants subject to the terms and conditions of this Agreement.

Tax Sale Property means that portion of the Development Property, as described in Exhibit A, to be acquired by the Developer through the tax sale process as set out in Article III of this Agreement.

Tenant means the person or persons who rent an apartment unit in the Minimum Improvements.

Termination Date means the date of termination of this Agreement, as established in Section 12.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area means the area known as the Wilson School Urban Renewal Area.

Urban Renewal Plan means the Wilson School Urban Renewal Plan, as amended, approved in respect of the Wilson School Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. The Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer will acquire the Development Property and thereafter cause the Minimum Improvements to be constructed thereon or complete Demolition, as the case may be, in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State, and federal laws and regulations.

f. The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or before Demolition occurs.

g. The Developer has not received any notice from any local, State, or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned

to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. The Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall commence no later than July 1, 2021 and completed by December 31, 2022. If the construction of the Minimum Improvements is not pursued by Developer, then, barring Unavoidable Delays, Demolition shall be commenced no later than July 1, 2021 and completed by February 1, 2022.

j. The Developer anticipates that the construction of the Minimum Improvements will require a total investment of approximately $3,500,000. Developer anticipates that the costs of Demolition will exceed $400,000.

k. The Developer would not undertake its obligations under this Agreement without the potential for payment of the Blight Remediation Grants being made to the Developer pursuant to this Agreement.

ARTICLE III. TAX CERTIFICATE

Section 3.1. Assignment of Tax Certificate to Developer. In exchange for Thirty Dollars ($30), City shall assign its rights to a tax certificate for the Tax Sale Property to the Developer under Section 446.19(a) of the Iowa Code.

Section 3.2. Developer's Acquisition of Title to Tax Sale Property. Subject to Unavoidable Delays, Developer shall exercise its rights under the tax certificate to acquire title to the Tax Sale Property on or before December 31, 2018 ("Acquisition Date"). Developer shall be solely responsible for executing those documents and paying those costs that are necessary to acquire such title. Should Developer fail to obtain title to the Tax Sale Property by the Acquisition Date due to any act or omission of the City with respect to obtaining or assigning rights to the tax certificate, this Agreement shall automatically terminate and the City shall pay Developer any costs or expenses (including reasonable attorneys' fees) reasonably incurred by Developer in pursuing the Project, up to a maximum of ten thousand dollars ($10,000). Should Developer fail to obtain title to the Tax Sale Property by the Acquisition Date due to any other reason, this Agreement shall automatically terminate and the Developer shall pay the City any costs or expenses (including reasonable attorneys' fees) reasonably incurred by the City in pursuing the Project, up to a maximum of ten thousand dollars ($10,000). To be entitled to any payment of costs or expenses under this provision, the requesting party must submit to the paying party an invoice detailing the costs or expenses and their connection to the Project within thirty (30) days of the Acquisition Date.

Section 3.3. City's Disclaimer. Under no circumstances shall the City be required or expected under this Agreement to take title to the Tax Sale Property, and the City makes no representations or guarantees regarding the condition or suitability of the Tax Sale Property for any particular purpose.

ARTICLE IV. STATE OR FEDERAL AGREEMENTS

Section 4.1. The City shall support Developer's efforts to apply for State and/or federal programs of assistance by considering all applications and/or agreements for such programs which Developer submits to the City. The City may make resolutions in support or issue letters of support pursuant to its normal processes, but such resolutions and letters will be subject to review and approval by the City Council. Such support does not include any additional financial incentives, other than those described in this Agreement.

ARTICLE V. BLIGHT REMEDIATION GRANTS

Section 5.1. Blight Remediation Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees to cause payments to be made to Developer collectively described as the Blight Remediation Grants, subject to the Developer's eligibility under the following terms and conditions and the Developer being and remaining in compliance with this Agreement. The Blight Remediation Grants include the Initial Grant, the Historical Rehabilitation Grant, and the Demolition Grant.

Section 5.2. Eligibility for Grants. The Developer's eligibility for each of the Blight Remediation Grants shall be determined individually based on the conditions precedent to each payment, as described in Sections 5.3, 5.4, and 5.5. Under no circumstances shall Developer be entitled to more than $400,000 in grant payments in the aggregate.

Section 5.3. Initial Grant. The City shall cause a Blight Remediation Grant payment to be made to Developer in the amount of Fifty Thousand Dollars ($50,000) (the "Initial Grant"), within thirty (30) days of written verification by Developer of satisfaction of all of the following conditions precedent:

a. The City and Developer shall have executed this Agreement;

b. Developer shall have acquired title to the Tax Sale Property; and

c. No Event of Default under this Agreement shall have occurred and be continuing.

Section 5.4. Historical Rehabilitation Grant. Upon Developer's application for the Development Property and Project being approved by the National Park Service for tax credits under the Federal Tax Incentives for Historical Preservation program, the City shall cause two additional Blight Remediation Grant payments to be made to Developer in the amounts, respectively, of Fifty Thousand Dollars ($50,000) and Two Hundred Fifty Thousand Dollars ($250,000) (collectively the "Historical Rehabilitation Grant"), as follows:

a. The City shall cause the $50,000 payment of the Historical Rehabilitation Grant to be made to Developer within thirty (30) days of written verification by Developer of satisfaction of all of the following conditions precedent:

i. On or before September 1, 2019, Developer shall have submitted a complete Part 1 application to the National Park Service for tax credits under the Federal Tax Incentives for Historical Preservation program;

ii. On or before September 1, 2020, the National Park Service shall have approved the Developer's Part 1 application under the Federal Tax Incentives for Historical Preservation program and the Development Property shall have been nominated to the National Register of Historic Places; and

iii. On or before July 1, 2019, Developer shall have replaced the deficient sidewalks along the entire length of the Tax Sale Property, to the extent required by the City, consistent with City requirements.

b. The City shall cause the $250,000 payment of the Historical Rehabilitation Grant to be made to Developer within thirty (30) days of written verification by Developer of satisfaction of all of the following conditions precedent:

i. Developer shall have qualified for the $50,000 payment of the Historical Rehabilitation Grant as described above and the conditions precedent to that installment, as described in Section 5.4(a), shall remain satisfied;

ii. On or before December 31, 2020, Developer shall have submitted a complete Part 2 application to the National Park Service for tax credits under the Federal Tax Incentives for Historical Preservation program;

iii. On or before June 1, 2021, Developer shall have received approval from the National Park Service for the Project to qualify for the Federal Tax Incentives for Historical Preservation program; and

iv. On or before June 1, 2021, Developer shall have firm commitments for construction and permanent financing for the historic rehabilitation of the Development Property in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements contemplated in this Agreement, and shall have provided to the City proof of such commitments and financing to the reasonable satisfaction of the City.

c. If any Event of Default has occurred and is continuing, Developer shall be ineligible to receive either payment of the Historical Rehabilitation Grant.

Section 5.5. Demolition Grant.

a. If (i) the National Park Service fails to approve Developer's Part 1 application for the Federal Tax Incentives for Historical Preservation program by September 1, 2020, or (ii) the National Park Service fails to approve Developer's Part 2 application for the Federal Tax Incentives for Historical Preservation program by June 1, 2021, and if Developer is unable to secure alternative financing to complete the Minimum Improvements, then Developer, in lieu of constructing the Minimum Improvements, shall commence and complete the Demolition process by the dates set forth in Section 2.2(i).

b. In exchange for Developer completing the Demolition process under this Section 5.5, and in lieu of making any Historical Rehabilitation Grants under Sections 5.4, the City shall cause Developer to be paid a Demolition Grant in the amount of Three Hundred Fifty Thousand Dollars ($350,000) under the terms and conditions of this section 5.5. If the Developer qualified for and received the $50,000 payment of the Historical Rehabilitation Grant as described in Section 5.4(a), then the Demolition Grant shall be reduced to Three Hundred Thousand Dollars ($300,000). Subject to satisfaction of the Conditions Precedent set forth in Section 5.5(c), the Demolition Grant shall be paid in monthly progress payments pursuant to a schedule and subject to certain benchmarks to be agreed upon by the parties. The first progress payment shall be made within thirty (30) days of the Developer's commencement of the Demolition process, and the last progress payment shall be made no later than sixty (60) days after the Demolition is completed, as determined by the City in its reasonable discretion.

c. Each monthly progress payment of the Demolition Grant shall be subject to satisfaction of all of the following Conditions Precedent:

i. On or before July 1, 2019, Developer shall have replaced the deficient sidewalks along the entire length of the Tax Sale Property, to the extent required by the City, consistent with City requirements;

ii Developer shall have firm commitments for construction and permanent financing to complete the Demolition process on the Development Property, and shall have provided to the City proof of such commitments and financing to the reasonable satisfaction of the City by July 1, 2021;

iii. The Developer shall have satisfied the applicable Demolition benchmark established by the parties for the progress payment; and

iv. No Event of Default shall have occurred and be continuing under this Agreement.

Section 5.6. Limitations on Blight Remediation Grants.

a. Source of Grant Funds. It is agreed and understood that each of the Blight Remediation Grants shall be payable from and secured solely and only by the City's 2016A bond proceeds, and in no event shall the Blight Remediation Grants be payable by general taxation or from any other City funds.

b. Special Reserve Fund. Within thirty (30) days of the execution of this Agreement by the City, and conditioned upon the satisfaction of all applicable legislative processes associated with the use of the City's 2016A bond proceeds and all applicable legislative processes necessary for the creation of the Special Reserve Fund, the City shall place $400,000 of the City's 2016A bond proceeds in the Special Reserve Fund to be used exclusively for payment of the Blight Remediation Grants pursuant to the terms and conditions of this Agreement. If any portion of that amount is not paid to Developer under the terms of this Agreement (for example, due to an Event of Default by Developer or the Termination of the Agreement pursuant to its terms), the amount of the bond proceeds and any interest thereon in the Special Reserve Fund shall be returned to the City and the City shall be free to use the funds for any lawful purpose.

c. Legal Constraints. Notwithstanding the provisions of Article V hereof, the City shall have no obligation to cause a Blight Remediation Grant to be paid to the Developer if at any time during the term hereof the City receives an opinion from a court of competent jurisdiction to the effect that the use of the 2016A bond proceeds to fund a Blight Remediation Grant to the Developer in support of the Project as an urban renewal project in the Urban Renewal Area, as contemplated in this Agreement, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon receipt of such an opinion, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period of two (2) years, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. Events of Default. In the event that an Event of Default occurs and is not timely cured, the City shall have no obligation thereafter to cause any payments to be made to Developer in respect of the Blight Remediation Grants and the provisions of this Article shall terminate and be of no further force or effect.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Construction and Operation of Minimum Improvements. In exchange for its receipt of both payments of the Historical Rehabilitation Grant, the Developer agrees that it shall cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City pursuant to Section 6.2. The Developer agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in the Construction Plans. Upon completion of the Minimum Improvements and thereafter until the Termination Date, Developer agrees that it shall operate the Minimum Improvements as a market-rate apartment complex.

If the Developer completes Demolition under Section 5.5 in lieu of the construction of the Minimum Improvements, Sections 6.1, 6.2, and 6.5 shall have no effect.

Section 6.2. Construction Plans.

a. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 6.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations.

b. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (e) no Event of Default under the terms of this Agreement has occurred.

c. Notwithstanding the forgoing, any such approval of the Construction Plans pursuant to this Section 6.2 shall constitute approval for the purposes of this Agreement only and shall not: (a) be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances

or regulations of the City, or with respect to any other City purpose; (b) be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit; (c) relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, the State Agreement, or any provision of applicable federal, State, and local laws, ordinances, and regulations; (d) be deemed to constitute a waiver of any Event of Default; or (e) subject the City to any liability for the Minimum Improvements as constructed.

d. All work with respect to the Minimum Improvements to be constructed or provided by the Developer shall be in conformity with the Construction Plans and other plans approved by the building official or any amendments thereto as may be approved by the building official.

Section 6.3. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements or Demolition to be undertaken and completed by the respective dates set forth in Section 2.2(i) or such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

b. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements or the Demolition process to inspect such construction and the progress thereof.

c. The Developer agrees that it will cooperate fully with the City, and the City agrees that it shall work cooperatively with the Developer, in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with Developer's construction of the Minimum Improvements or completion of the Demolition process on the Development Property.

Section 6.4. Certificate of Completion. After completion of the Minimum Improvements, or Demolition, as applicable, Developer may make a written request to the City for a Certificate of Completion, in substantially the form set forth in Exhibit C, attached hereto. Within twenty (20) days after the Developer's request, the City shall furnish the Certificate of Completion if:

a. For completion of the Minimum Improvements: (i) the Minimum Improvements have been completed in compliance with this Agreement to the satisfaction of the City, and (ii) occupancy permits for the Minimum Improvements have been issued by the building official of the City.

b. For completion of Demolition: (i) all structures on the Development Property have been demolished, (ii) all associated debris has been removed from the Development Property and properly disposed of; and (iii) the Development Property is otherwise prepared for redevelopment to the satisfaction of the City.

Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to construct the Minimum Improvements or complete the Demolition, as the case may be. The Certificate

of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at the Developer's sole expense. If the City shall refuse or fail to provide the Certificate of Completion in accordance with the provisions of this Section 6.4, the City shall, within twenty (20) days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements or Demolition in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion.

Section 6.5. Insurance Requirements.

a. Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk–Completed Value Basis," in an amount equal to the full replacement cost of the Public Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least $1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of the Minimum Improvements and thereafter until the Termination Date, Developer will provide and maintain or cause to be maintained during its operation of the Development Property and Minimum Improvements such insurance as is statutorily required and any addition insurance customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

Section 6.6. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (following the Developer's acquisition of title to the Development Property and for so long as it is owned by Developer), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. The maintenance under this Section 6.6 shall include maintenance of the Development Property grounds.

Section 6.7. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of

or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.8. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements or Demolition, as applicable, and to the Development Property.

Section 6.9. Non-Discrimination. In the construction and operation of the Minimum Improvements, or the process of Demolition, the Developer shall not discriminate against any applicant, employee, or Tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and Tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.10. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement or the Development Property to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement with respect to the portion of the Development Property being transferred and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld. The City's denial of such consent shall be deemed reasonable in the absence of a commitment from the acquiring entity to develop the Development Property into market-rate apartment units and operate any improvements thereon as a market-rate apartment complex.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. URBAN REVITALIZATION

Section 8.1. Availability of Urban Revitalization Tax Abatement. Developer anticipates applying for property tax abatement under the City's Urban Revitalization Plan upon completion of the

Minimum Improvements. The City's Urban Revitalization Plan currently provides for a 100% tax abatement for ten years on actual value added by qualified improvements to qualified real estate assessed as multiresidential, if the multiresidential property consists of three or more separate living quarters with at least seventy-five percent of the space used for residential purposes. Nothing in this Agreement shall prevent the Developer from seeking property tax abatement under the City's Urban Revitalization Plan, or limit the schedule of tax abatement for which the Developer may be eligible, provided the Urban Revitalization Plan remains unchanged, Developer timely applies for the abatement under the City's Urban Revitalization Plan, and the Minimum Improvements otherwise qualify for the exemption.

ARTICLE IX. RESERVED

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants, and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand, or other proceeding brought by the Developer against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property, the construction, installation, ownership, and operation of the Minimum Improvements, or the completion of the Demolition process, or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article X shall survive the termination of this Agreement.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements or the Demolition, as the case may be, to be commenced and completed pursuant to the terms, conditions, and

limitations of this Agreement and pursuant to all City requirements, including City permitting requirements;

b. Transfer of any interest in this Agreement or the Development Property in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

f. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 11.1(d) or 11.1(e) of said Section 11.1) the giving of thirty (30) days' written notice by the City to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City shall have no obligation thereafter to make any payments to Developer in respect of the Blight Remediation Grants;

e. The City shall be entitled to recover from Developer, taking any action, including legal action, it deems necessary to recover, and Developer shall repay to the City, an amount equal to the full amount of any Blight Remediation Grants previously made to Developer under Article V, with interest thereon at the highest rate permitted by State law; and

f. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract,

or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Developer, is addressed or delivered personally to Wilson School Apartments, LLC at 8405 Blackstone Court, Johnston, IA 50131; Attn: Shawn Foutch, Manager; and

b. In the case of the City, is addressed to or delivered personally to the City of Cherokee at 416 West Main Street, Cherokee, IA 51012; Attn: City Administrator;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2025, unless the Agreement is terminated earlier pursuant to the other terms of this Agreement.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, Tenant, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person

or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL) CITY OF CHEROKEE, IOWA

By: _____
Craig Schmidt, Mayor

ATTEST:

By: _____
Diane Cargin, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CHEROKEE)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Craig Schmidt and Diane Cargin, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cherokee, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Cherokee, Iowa]

WILSON SCHOOL APARTMENTS, LLC

By: _____
Shawn Foutch, Manager

ATTEST:

By: _____
Meg Foutch, Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch and Meg Foutch to me personally known, who, being by me duly sworn, did say that they are Managers of Wilson School Apartments, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Managers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Wilson School Apartments, LLC]

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Cherokee, County of Cherokee, State of Iowa, more particularly described as follows: the Tax Sale Property plus any additional property within the Urban Renewal Area acquired by Developer (or any affiliate, successor or related party of Developer) for purposes of completing the Project.

The Tax Sale Property is described as consisting of all that certain parcel or parcels of land located in the City of Cherokee, County of Cherokee, State of Iowa, more particularly described as follows:

Lot 12, a part of Lot 11 and a part of a vacated east/west alley abutting Lots 11 & 12, all in Block 6, New Cherokee, Iowa, described as follows: Beginning at the Southwest corner of said Block 6, thence North 0°13'28" E on the West line of said Block 6, a distance of 164.62 feet; thence S 89°40'02" E, a distance of 74.72 feet; thence S 0°13'28" W, a distance of 34.11 feet; thence S 89°52'51" E, a distance of 40.00 feet; thence S 0°13'28" W, a distance of 130.22 feet to a point on the South Line of said Block 6; thence N 89°52'51" W on said South Line, a distance of 114.72 feet to the point of beginning, subject to easements of record.

As established by survey recorded August, 2010.

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of approximately 24 market-rate rental apartment units together with related site improvements for the housing development to be constructed consistent with approved plats and plans. Site improvements shall include a paved surface parking lot.

The Minimum Improvements will be completed by December 31, 2022.

The costs of the Minimum Improvements are estimated to be $3.5 Million.

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cherokee, Iowa (the "City") and Wilson School Apartments, LLC, an Iowa limited liability company (the "Developer"), did on or about the _____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to redevelop certain real property located within the City and as more particularly described as follows:

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Cherokee, County of Cherokee, State of Iowa, more particularly described as follows: the Tax Sale Property plus any additional property within the Urban Renewal Area acquired by Developer (or any affiliate, successor or related party of Developer) for purposes of completing the Project.

The Tax Sale Property is described as consisting of all that certain parcel or parcels of land located in the City of Cherokee, County of Cherokee, State of Iowa, more particularly described as follows:

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As established by survey recorded August, 2010.

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) or to complete a Demolition of structures on the Development Property in accordance with the Agreement; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to either the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans, or the Demolition of structures in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 6.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its

successors and assigns, to construct the Minimum Improvements or complete the Demolition on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Cherokee County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements or the completion of the Demolition.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL) CITY OF CHEROKEE, IOWA

By: _____
, Mayor

ATTEST:

By: _____
, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CHEROKEE)

On this _____ day of _____, 20___, before me a Notary Public in and for said State, personally appeared _____ and_____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cherokee, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Cherokee, Iowa (the "City") and Wilson School Apartments, LLC, an Iowa limited liability company (the "Developer"), did on or about the _____ day of _____, 2018, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as including:

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Cherokee, County of Cherokee, State of Iowa, more particularly described as follows: the Tax Sale Property plus any additional property within the Urban Renewal Area acquired by Developer (or any affiliate, successor or related party of Developer) for purposes of completing the Project.

The Tax Sale Property is described as consisting of all that certain parcel or parcels of land located in the City of Cherokee, County of Cherokee, State of Iowa, more particularly described as follows:

Lot 12, a part of Lot 11 and a part of a vacated east/west alley abutting Lots 11 & 12, all in Block 6, New Cherokee, Iowa, described as follows: Beginning at the Southwest corner of said Block 6, thence North 0°13'28" E on the West line of said Block 6, a distance of 164.62 feet; thence S 89°40'02" E, a distance of 74.72 feet; thence S 0°13'28" W, a distance of 34.11 feet; thence S 89°52'51" E, a distance of 40.00 feet; thence S 0°13'28" W, a distance of 130.22 feet to a point on the South Line of said Block 6; thence N 89°52'51" W on said South Line, a distance of 114.72 feet to the point of beginning, subject to easements of record.

As established by survey recorded August, 2010.

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2018 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, the City and the Developer desire to record a Memorandum of the Agreement referring to the Tax Sale Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Tax Sale Property and the improvements located and operated on such property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private

Development made a part hereof by reference, and that anyone making any claim against any of said property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cherokee, Iowa.

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2018.

[Rest of page intentionally left blank; Signature pages to follow]

(SEAL) CITY OF CHEROKEE, IOWA

By: _____
Craig Schmidt, Mayor

ATTEST:

By: _____
Diane Cargin, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CHEROKEE)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Craig Schmidt and Diane Cargin, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cherokee, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Cherokee, Iowa]

WILSON SCHOOL APARTMENTS, LLC

By: _____
Shawn Foutch, Manager

ATTEST:

By: _____
Meg Foutch, Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch and Meg Foutch to me personally known, who, being by me duly sworn, did say that they are Managers of Wilson School Apartments, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Managers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Wilson School Apartments, LLC]

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