

FORM OF
AMENDMENT #1 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
SHREVEPORT HOME MORTGAGE AUTHORITY
AND
SPC DEVELOPMENT LLC
(GALILEE SENIOR HOUSING)

This Amendment 1 to the Memorandum of Understanding by and between the Shreveport Home Mortgage Authority (the “*Authority*”), a Louisiana public trust, and SPC Development LLC (the “*Developer*”), and dated for convenience October 29, 2021 (the “*Original MOU*”), is entered into by and between the Authority and the Developer and is dated for convenience _____, 2022

The Original MOU shall be amended to modify Section A(3) to read as follows:

3. The ownership structure contemplated herein is expected to generate a 100% *ad valorem* tax exemption on all current and future improvements and freeze any current *ad valorem* taxes as of January 1, 2021, due in part from the current improvements constituting the Project. In the Lease, the Company and the Authority will agree upon an annual payment in lieu of tax (a “*PILOT*”) to be paid by the Company to the Tax Collector (defined below). The first year of the PILOT is expected to commence in the tax year following the completion of rehabilitation of the Project. The Authority, as owner of the Project, shall work with the Caddo Parish Assessor to obtain confirmation of the availability of such exemption, as set forth in a tax exemption determination letter. The Company will agree to make an annual payment in lieu of tax directly to the Sheriff of Caddo Parish, as the tax collector for the Parish of Caddo (the “*Tax Collector*”) or to the Authority for remittance to the Tax Collector, who shall remit the PILOT to each of the *ad valorem* tax recipients in the Parish that would have received *ad valorem* taxes if the Project had been subject to *ad valorem* taxation. The percentage of each annual payment due to each of the *ad valorem* tax recipients shall be an amount equal to the percentage of the total *ad valorem* taxes that would have been applied to the Project with respect to each *ad valorem* tax recipient. The PILOT shall be in the amount of \$100 each year until December 31, 2042 or the termination of the Proposed Services Plan for tenants (the “*PILOT Termination Date*”); however, notwithstanding anything to the contrary, the tax exemption contemplated herein shall not exceed 25 years.

The following constitutes the only amendments to the Original MOU.

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Exhibit A

EXECUTED on the dates hereafter indicated, but to be effective as of the date above shown.

SHREVEPORT HOME MORTGAGE AUTHORITY

By: _____
Name: _____
Title: _____

Date: _____

SPD Development LLC

By: _____
Name: _____
Title: _____

Date: _____