

Board Members:

Charley Bible
Shannon Coleman Egle
Paul Fortunato
Tiffany Gardner
Mike George
Terry Henley
J. Ford Little
Lou Moran, III
Alvin Nance
Lisa Rottmann
Anthony Wise



The Health, Educational and Housing Facility Board of the County of Knox

Regular Meeting
Tuesday, November 14, 2023, 4:15 p.m.
17 Market Square, #201
Knoxville, Tennessee 37902

AGENDA

- I. Call to Order
- ACTION** II. Approval of Minutes from Previous Meeting
 - a) Regular Meeting – September 12, 2023
- ACTION** III. Finance Report
- IV. Review and Consideration of a Final Bond Resolution of the Board of Directors of The Health, Educational and Housing Facility Board of the County of Knox relative to a proposed revenue bond Issue for The Village at Inskip, L.P. in a Principal Amount Not to Exceed \$25,000,000 for the Purpose of financing the acquisition, construction and equipping of an approximately 120-unit housing facility for low and moderate-income citizens located in Knox County, Tennessee to be known as The Village at Inskip
- V. Review and Consideration of a Preliminary Bond Resolution of the Board of Directors of The Health, Educational and Housing Facility Board of the County of Knox relative to the issuance of revenue bonds for Pines III, L.P. in a principal amount not to exceed \$29,000,000 to finance the acquisition, rehabilitation and equipping of an approximate 152-unit apartment facility in Knox County known as the Pines Apartments as well as a letter of intent related thereto
- VI. Review and Consideration of a Resolution of the Board of Directors of The Health, Educational and Housing Facility Board of the County of Knox relative to proposed modifications to the Multifamily Housing Governmental Note (The Ammons at Asheville Highway Apartments Project)

VII. Old Business

ACTION

a) Adoption of the Public Forum Policy for Public Comment

b) CT-0253 for Collateralized Multifamily Housing Bonds (Callahan Flats Project), Series 2023

VIII. New Business

IX. Adjourn

**MINUTES OF THE REGULAR MEETING OF
HEALTH, EDUCATIONAL & HOUSING FACILITY BOARD OF THE COUNTY OF
KNOX**

September 12, 2023, 4:58 p.m.

The regular meeting of the Board of Directors of Health, Educational & Housing Facility Board of the County of Knox (the “Health, Ed Board” or “Board”) was held on Tuesday, September 12, 2023, at 4:58 p.m., pursuant to notice duly provided to the Directors and the public. The meeting was held at the offices of the Knoxville Chamber and The Development Corporation of Knox County located at 17 Market Square, #201, Knoxville, Tennessee, 37902.

The following Directors were present at the meeting, Paul Fortunato (Chair), Tiffany Gardner (Vice Chair), Shannon Coleman Egle (Secretary), Dr. Anthony Wise, Alvin Nance, Lisa Rottmann, Lou Moran, III, and Charley Bible.

Also, in attendance were Mike Odom (The Development Corporation), Mac McWhorter (Knoxville Chamber), Karen Kakanis (Knoxville Chamber), Curtis Payne (Crosslin & Associates, PC), R. Christopher Trump (Legal Counsel – Egerton, McAfee, Armistead & Davis, P.C.), Katrina Vargas (Paralegal – Egerton, McAfee, Armistead & Davis, P.C.), Soriya Gast (public observer), James P. Moneyhun, Jr. (Bass, Berry & Sims)

I. Paul Fortunato, the Board’s Chair, called the Health, Ed Board meeting to order. The Agenda of the Health, Ed Board meeting is attached hereto as Exhibit A.

The Health, Ed Board then discussed the following matters and took the following actions as noted:

II. Review/Approve Minutes from Previous Meeting. The Chair of the meeting asked if there were any changes to the Minutes of the regular meeting held on August 8, 2023.

Upon a motion by Tiffany Gardner, and a second by Alvin Nance, the Minutes of the August 8, 2023, meeting was unanimously approved. A copy of the Minutes is attached hereto as Exhibit B.

III. Review and Consideration of a Final Bond Resolution of the Board of Directors of The Health, Educational and Housing Facility Board of the County of Knox Relative to a Proposed Revenue Bond Issue for Ridgebrook Housing I, LLC in a Principal Amount Not to Exceed \$50,000,000 for the Purpose of financing improvements and renovations to the buildings and other facilities at Ridgebrook Apartments in Knox County, Tennessee. Alvin Nance abstained from discussion and voting. The Chair recognized Jay Moneyhun, who addressed the Board regarding the proposed resolution and project. He stated that the project is an existing affordable housing facility and that the bonds to be issued will finance the acquisition, rehabilitation and equipping of the project by the applicant. He stated that the Board previously approved a preliminary board resolution pertaining to the issuance of bonds for the project to facilitate the THDA approval of the bond issuance and that the project has received THDA approval. He stated that the Health Ed

Board is serving only as a conduit and the bonds issued will be nonrecourse to the Board. Mr. Trump directed the Board to the project summary in the board packet.

Upon a motion by Tiffany Gardner and a second by Anthony Wise, the Resolution was unanimously approved. A copy of the Resolution is attached hereto as Exhibit C.

IV. Presentation and Consideration of Audited Financial Statements for Year Ended 3/31/23. The Chair recognized Curtis Payne with Crosslin & Associates. Mr. Payne reviewed their role as auditors and their responsibilities to the organization and to those charged with financial oversight. Mr. Payne stated that they found no issues with staff's accounting procedures and communications. Mr. Payne then presented the Independent Auditor's Report to the Board and the Audited Financial Statements for the fiscal year ending 3/31/23. Discussion was had.

Upon the motion of Lisa Rottmann, and seconded by Lou Moran, the Committee unanimously voted to approve the Independent Auditor's Report to the Board and the Audited Financial Statements for Year Ended 3/31/23 for the fiscal year ending 3/31/23, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.

V. Old Business. None.

VI. New Business. None.

(a) Adoption of Public Forum Policy for Public Comment. Mr. Trump presented the draft Public Form Policy for Public Comment to the Board. Discussion was had. No action was taken by the Board.

VII. Next Meeting. The next regular meeting of The Health, Ed Board of the County of Knox is scheduled for October 17, 2023, at 4:15 p.m. at the offices of The Development Corporation of Knox County located at 17 Market Square, #201, Knoxville, Tennessee.

VIII. Adjournment. No further business having come before the Board and upon motion duly made and seconded, the Board voted unanimously to adjourn the meeting at 5:25 p.m.

Dated

Shannon Coleman Egle, Secretary

EXHIBITS

Exhibit A Agenda – September 12, 2023

Exhibit B Minutes – August 8, 2023

Exhibit C Resolution of the Board of Directors of The Health, Educational and Housing Facility Board of the County of Knox Relative to a Proposed Revenue Bond Issue for Ridgebrook Housing I, LLC in a Principal Amount Not to Exceed \$50,000,000 for the Purpose of financing improvements and renovations to the buildings and other facilities at Ridgebrook Apartments in Knox County, Tennessee

Exhibit D Financial Report

DRAFT

The Health, Educational and Housing Facility Board of the County of Knox
Balance Sheet
As of September 30, 2023

	As of Sep 30, 2023	As of Sep 30, 2022 (PY)	Change	% Change
ASSETS				
Current Assets				
Bank Accounts				
100-000 Cash - Checking	180,881.59	188,680.01	(7,798.42)	-4.13%
104-000 Cash - Money Market	225,807.38	224,222.08	1,585.30	0.71%
Total Bank Accounts	\$ 406,688.97	\$ 412,902.09	\$ (6,213.12)	-1.50%
Accounts Receivable				
125-000 Accounts Receivable	15,969.39	11,759.00	4,210.39	35.81%
Total Accounts Receivable	\$ 15,969.39	\$ 11,759.00	\$ 4,210.39	35.81%
Other Current Assets				
127-000 Prepaid Insurance	3,020.81	3,020.81	-	0.00%
Total Other Current Assets	\$ 3,020.81	\$ 3,020.81	\$ -	0.00%
Total Current Assets	\$ 425,679.17	\$ 427,681.90	\$ (2,002.73)	-0.47%
TOTAL ASSETS	\$ 425,679.17	\$ 427,681.90	\$ (2,002.73)	-0.47%
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
200-000 Accounts Payable	7,710.00	7,710.00	-	0.00%
Total Accounts Payable	\$ 7,710.00	\$ 7,710.00	\$ -	0.00%
Total Current Liabilities	\$ 7,710.00	\$ 7,710.00	\$ -	0.00%
Long-Term Liabilities				
250-000 Deferred Revenue	35,760.51	37,872.47	(2,111.96)	-5.58%
Total Long-Term Liabilities	\$ 35,760.51	\$ 37,872.47	\$ (2,111.96)	-5.58%
Total Liabilities	\$ 43,470.51	\$ 45,582.47	\$ (2,111.96)	-4.63%
Equity				
300-000 Opening Balance Equity	44,772.55	44,772.55	-	0.00%
320-000 Retained Earnings	340,786.17	334,857.08	5,929.09	1.77%
Net Income	(3,350.06)	2,469.80	(5,819.86)	-235.64%
Total Equity	\$ 382,208.66	\$ 382,099.43	\$ 109.23	0.03%
TOTAL LIABILITIES AND EQUITY	\$ 425,679.17	\$ 427,681.90	\$ (2,002.73)	-0.47%

The Health, Educational and Housing Facility Board of the County of Knox
Income Statement with Prior Year Comparison
For the 6 Periods Ended September 30, 2023

	<u>Apr- Sep, 2023</u>	<u>Apr - Sep, 2022 (PY)</u>	<u>Change</u>	<u>% Change</u>
Income				
410-000 Interest Revenue	1,231.13	320.91	910.22	283.64%
415-000 Chamber Contribution	4,111.19	-	4,111.19	
420-000 Base Rent Revenue	6,260.16	6,129.75	130.41	2.13%
435-000 Application Revenue	-	12,000.00	(12,000.00)	-100.00%
445-000 Agenda Revenue	500.00	-	500.00	
Total Income	\$ 12,102.48	\$ 18,450.66	\$ (6,348.18)	-34.41%
Gross Profit	\$ 12,102.48	\$ 18,450.66	\$ (6,348.18)	-34.41%
Expenses				
502-001 Operating Expenses	259.41	701.06	(441.65)	-63.00%
503-001 Advertising Expenses	318.11	354.78	(36.67)	-10.34%
504-001 Administrative Expenses (TDC)	2,250.00	4,500.00	(2,250.00)	-50.00%
507-001 Insurance Expense	3,625.02	3,625.02	-	0.00%
511-001 Accounting Expense	7,500.00	5,300.00	2,200.00	41.51%
512-001 Legal Expense	1,500.00	1,500.00	-	0.00%
Total Expenses	\$ 15,452.54	\$ 15,980.86	\$ (528.32)	-3.31%
Net Operating Income	\$ (3,350.06)	\$ 2,469.80	\$ (5,819.86)	-235.64%
Other Income				
430-000 PILOT Revenue	7,710.00	7,710.00	-	0.00%
Total Other Income	\$ 7,710.00	\$ 7,710.00	\$ -	0.00%
Other Expenses				
587-001 PILOT Payment Expense	7,710.00	7,710.00	-	0.00%
Total Other Expenses	\$ 7,710.00	\$ 7,710.00	\$ -	0.00%
Net Other Income	\$ -	\$ -	\$ -	
Net Income	\$ (3,350.06)	\$ 2,469.80	\$ (5,819.86)	-235.64%

HEB PILOT Benefit Summary Tax Year 2023

	Lessee	PILOT Type	Property ID	Lease Date	Term	End Date	Original Appraised Value	2023 Appraised Value	PILOT Payments County	2023 Tax Benefit
1.)	Evergreen Villas	Real	067AB01101	7/31/2020	15	7/31/2035	\$ 611,900.00	\$ 3,157,200.00	\$ 5,000.00	\$ 14,625.16
2.)	Woodbury Crossing	Real	021AD0001 thru 021AD019	5/17/2021	16	5/16/2037	\$ 14,000.00	\$ 565,400.00	\$ 502.00	\$ 3,012.53
3.)	* Lakeview at Westland	Real	144 02016;144 02009	8/11/2021	18	8/11/2039	\$ 743,500.00	\$ 1,336,500.00	\$ -	\$ 8,307.68
4.)	Farragut Pointe	Real	143 05101;143 051;143 05001;143 04301;143 050;143 047	12/8/2021	18	12/8/2039	\$ 423,700.00	\$ 424,400.00	\$ 2,208.00	\$ 430.07
Total									\$ 7,710.00	\$ 26,375.44

* PILOT Payments begin after Stabilization Date (Project achieves 80% occupancy)

RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS, AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE, AND DELIVERY BY THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE COUNTY OF KNOX OF ITS MULTIFAMILY HOUSING TAX-EXEMPT MORTGAGE-BACKED BONDS (M-TEBS) (THE VILLAGE AT INSKIP), SERIES 2023A AND ITS MULTIFAMILY HOUSING REVENUE BONDS (THE VILLAGE AT INSKIP), SERIES 2023B IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-FIVE MILLION DOLLARS (\$25,000,000)

WHEREAS, the Board of Directors of The Health, Educational and Housing Facility Board of the County of Knox (the "Issuer"), has met pursuant to proper notice; and

WHEREAS, The Village at Inskip, L.P., a Tennessee limited partnership (the "Borrower"), has requested the Issuer to finance the acquisition, construction and equipping of an approximately 120-unit housing facility for low and moderate-income citizens located in Knox County, Tennessee to be known as The Village at Inskip (the "Project"), which project is of the character and will accomplish the purposes of Part 3 of Chapter 101 of Title 48 of the Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, the Issuer proposes to finance the Project by the issuance and sale of its revenue bonds in an amount not to exceed \$25,000,000; and

WHEREAS, the Issuer or its designee has previously held a public hearing with respect to the issuance of Bonds, as required under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, there have been submitted to the Issuer at the meeting on November 14, 2023, the forms of the following instruments which the Issuer proposes to execute to carry out the transactions described above, copies of which instruments shall be filed with the records of the Issuer:

(a) Indenture of Trust (the "Indenture") between the Issuer and Regions Bank, as trustee (the "Trustee");

(b) The form of the Issuer's Multifamily Housing Tax-Exempt Mortgage-Backed Bonds (M-TEBS) (The Village at Inskip), Series 2023A (the "Series 2023A Bonds") and its Multifamily Housing Revenue Bonds (The Village at Inskip), Series 2023B (the "Series 2023B Bonds," together with the Series 2023A Bonds, the "Bonds");

(c) Financing Agreement (the "Financing Agreement") between the Issuer and the Borrower, to provide for the loan of the proceeds of the Bonds to the Borrower and for the repayment of such loan; and

(d) Bond Purchase Agreement (the "Purchase Agreement") by and among the Issuer, the Borrower, and the purchaser of the Bonds (the "Bond Purchaser").

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE COUNTY OF KNOX:

1. It is hereby found and determined that the financing of the Project will assist the Borrower in connection with its mission of providing safe, affordable housing to the citizens of the State of Tennessee, thereby improving their health and well-being and promoting the purposes of the Act.

2. It is hereby found to be most advantageous to sell the Bonds, upon the terms and conditions set forth in the Purchase Agreement.

3. The Chair or Vice Chair of the Issuer is hereby authorized and directed to execute and either is authorized to deliver the Purchase Agreement to the other parties thereto.

4. The Chair or Vice Chair of the Issuer is hereby authorized and directed to execute, and the Secretary or Assistant Secretary of the Issuer is authorized to attest, and either is authorized and directed to deliver the Indenture to the Trustee.

5. The Chair or Vice Chair of the Issuer is hereby authorized and directed to execute, and the Secretary or Assistant Secretary of the Issuer is authorized to attest, and either is authorized to deliver the Financing Agreement to the Borrower, the Trustee and the Lender.

6. The Chair or Vice Chair of the Issuer is hereby authorized and directed to execute by facsimile or manual signature, attested by the facsimile or manual signature of its Secretary or Assistant Secretary, and either is authorized and directed to deliver the Bonds to the Trustee for authentication and delivery to the Bond Purchaser thereof upon payment of the purchase price therefor.

7. The Issuer hereby approves the preparation and distribution of Preliminary Official Statements and Official Statements in connection with any remarketing of the Bonds. Nothing herein shall

constitute the approval by the Issuer of the form of the Preliminary Official Statements, the Official Statements or the information contained therein other than information directly relating to the Issuer contained therein. The Chair of the Issuer is hereby authorized to execute such certificates as are requested to deem the Preliminary Official Statements as final as of its date within the meaning of Rule 15c2-12 under Securities Exchange Act of 1934.

8. The Purchase Agreement, the Indenture, the Financing Agreement and the Bonds shall be in substantially the forms submitted, which are hereby approved, with such completions, omissions, insertions and changes as may be approved by the officers executing them, their execution to constitute conclusive evidence of their approval of any such omissions, insertions and changes. In connection with the execution of the Purchase Agreement and the Indenture, the officer(s) are hereby expressly authorized to approve the maturities and interest rates on the Bonds, provided that none of the interest rates on the Bonds may exceed the maximum interest rate permitted by law, the aggregate principal amount of the Bonds shall not exceed \$25,000,000, and the final maturity of the Bonds shall be no later than the maximum term permitted by law.

9. The officers of the Issuer are hereby authorized and directed to execute, deliver and file all certificates and instruments, including financing statements to evidence security interests created under the Indenture, a Tax Exemption Certificate and Agreement and a Land Use Restriction Agreement, and an informational statement to be filed with the State of Tennessee, and to take all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Bonds and the financing of the Project.

10. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

11. The Bonds, and the interest payable thereon, are limited obligations of the Issuer, and shall not be deemed to constitute a general debt or liability of the Issuer, but shall be payable solely from such special sources and funds provided therefor in accordance with the provisions thereof and the provisions of the Indenture.

Neither the State of Tennessee, nor any other political subdivision thereof, shall be liable for the payment of the principal of, or the interest on, the Bonds, or for the performance of any pledge, mortgage, obligation, agreement, or certification, of any kind whatsoever of the Issuer, and neither the Bonds, nor any of the pledges, mortgages, agreements, obligations, or certifications of the Issuer shall be construed to constitute an indebtedness of the State of Tennessee, or any other political subdivision thereof, within the meaning of any constitutional or statutory provisions whatsoever.

No recourse under, or upon, any statement, obligation, covenant, agreement, or certification, contained in any of the foregoing documents, including, without limitation, the Bonds, and the Indenture; or in any other document or certification whatsoever; or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the foregoing documents, including, without limitation the Bonds, and the Indenture; or any other document or certification, whatsoever, shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for, or to, the Issuer, or any receiver thereof, or from, or to, the owner of the Bonds for any sum that may be due and unpaid by the Issuer upon the Bonds, or the interest payable thereon. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such incorporator, member, director, or officer, as such, to respond by reason of any act or omission on his or her part of otherwise for, directly or indirectly, the payment for, or to, the Issuer or any receiver thereof, or for, or to, the owners of the Bonds, of the principal of, or the premium, if any, or interest on, the Bonds shall be deemed to have been waived and released as a condition of, and consideration for, the execution of the aforesaid documents and the issuance of the Bonds.

12. All other acts of the officers of the Issuer which are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bonds and the financing of the Project are hereby approved and confirmed.

Approved and adopted this 14th day of November, 2023.

Chair

Attest:

Secretary

The Village at Inskip

Knoxville, TN 37912

A Proposed 98-Unit

LIHTC Apartment Development

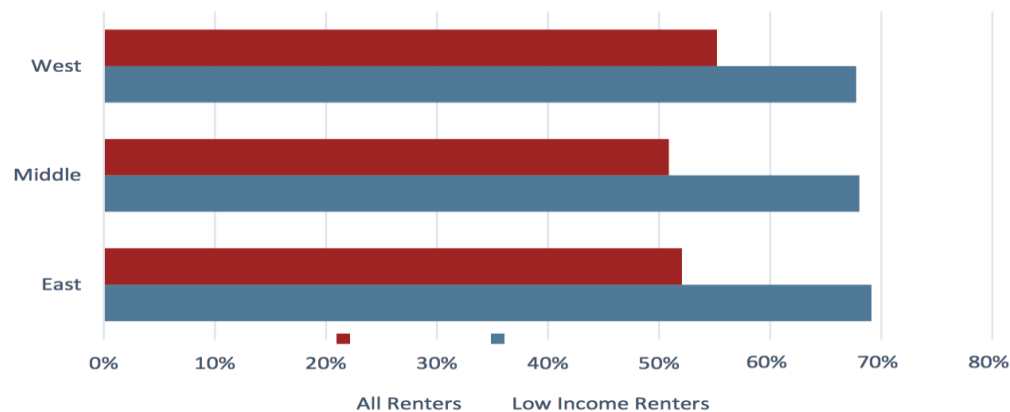


*Rendering of Farragut Pointe, a project currently under construction in Knoxville, TN

Knoxville and Tennessee are facing an affordable housing crisis.

Quality rental housing in Tennessee is becoming both more difficult to find and more expensive, and wages aren't keeping up. Hundreds of thousands of Tennesseans spend more than a third of their income on housing. This burden is especially heavy among Tennesseans with low and moderate incomes. Additionally, the supply of affordable rental housing is both decreasing and aging, creating opportunities for well-positioned assets like The Village at Inskip to help relieve this burden.

Figure 3: Tennessee Renters Living in Housing Built before 1980 by Region



Source: Comprehensive Housing Affordable Strategy (CHAS), 2008-2012



Project Summary

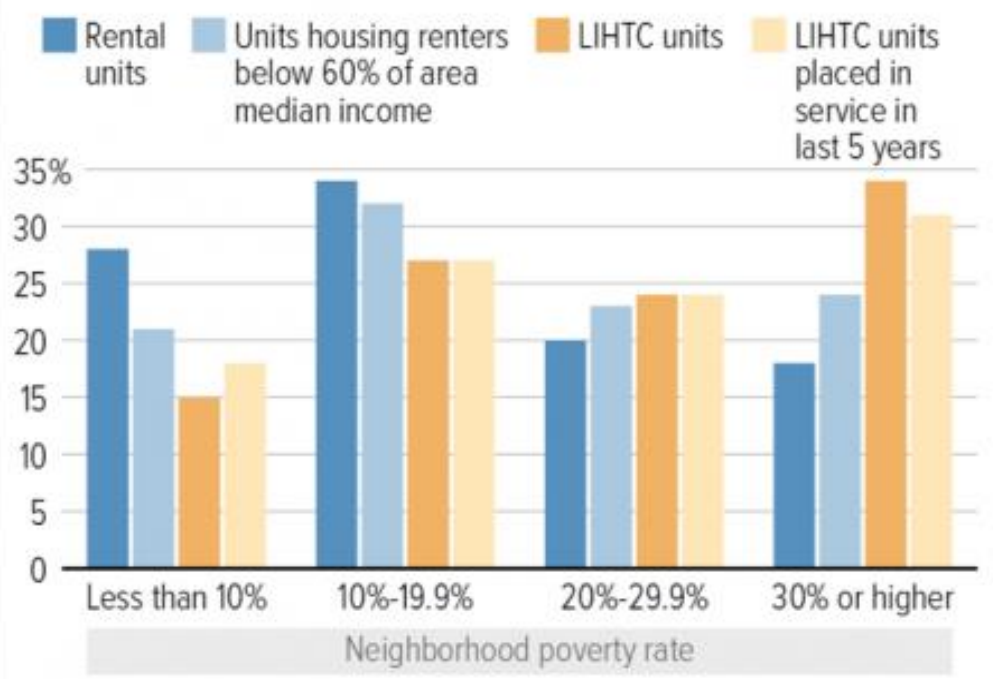
The Village at Inskip will be a 98-unit Low-Income Housing Tax Credit (LIHTC) Development located in the Inskip community in Knoxville, Tennessee, serving families that earn less than 50% and 60% AMI (\$40,800 - \$48,960 per year for a family of four). The Village at Inskip is located in a “Qualified Census Tract” (or “QCT”) per HUD, demonstrating the overwhelming need for this type of housing in the vicinity.

The area surrounding The Village at Inskip includes Inskip Elementary School, North Ridge Crossing Head Start, Gresham Middle School, and Central High School. The complex is across the street from Inskip Pool & Park, near Sharps Ridge Memorial Park, bus lines, as well as the downtown area.

Amenities in the development will include a clubhouse, exercise facility, playground, dog park, and security measures. The park across the street includes a pool with a concession stand, tennis courts, disc golf course, and picnic areas.

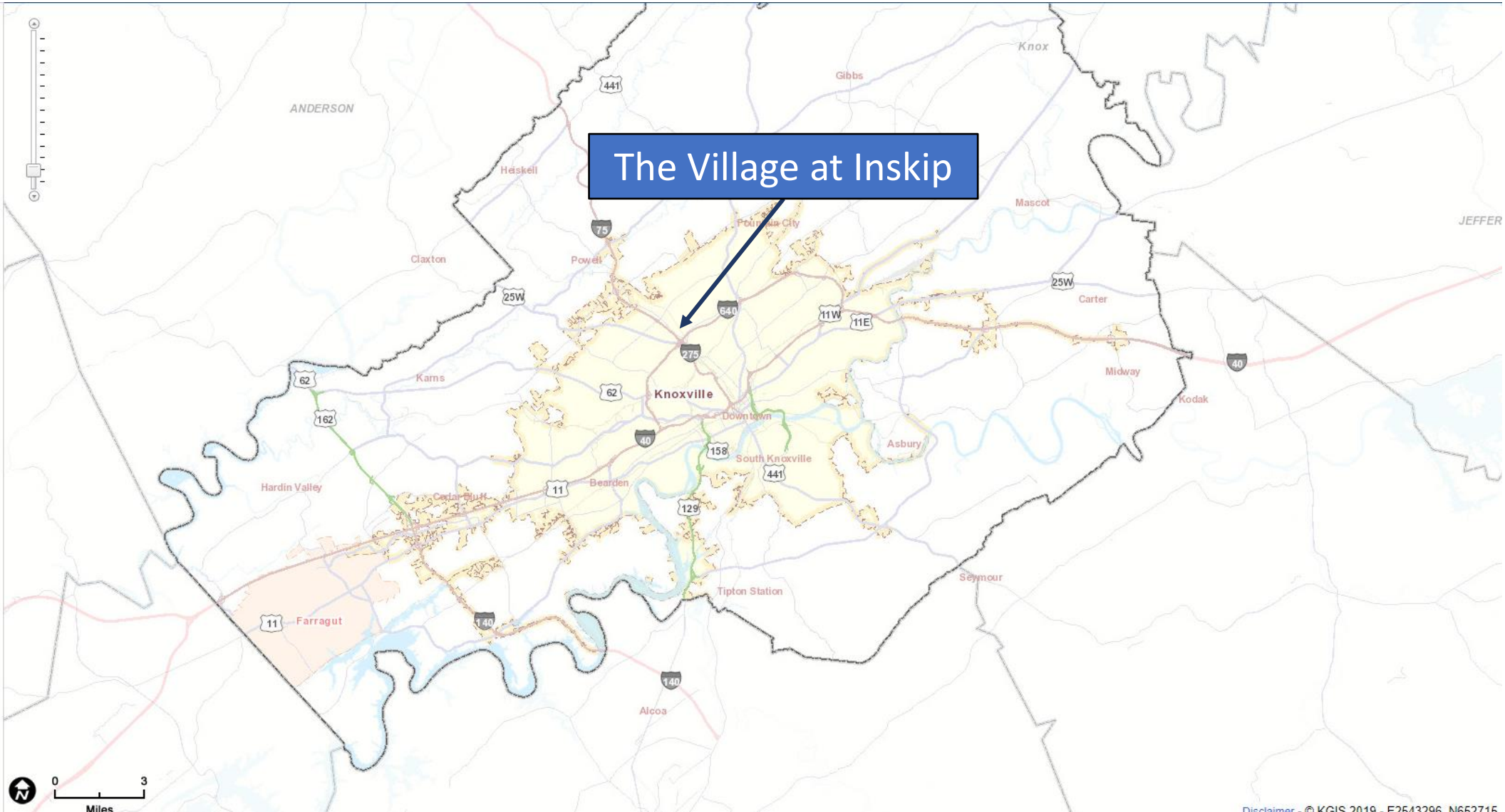
Few Low-Income Housing Tax Credit Units Are in Low-Poverty Neighborhoods

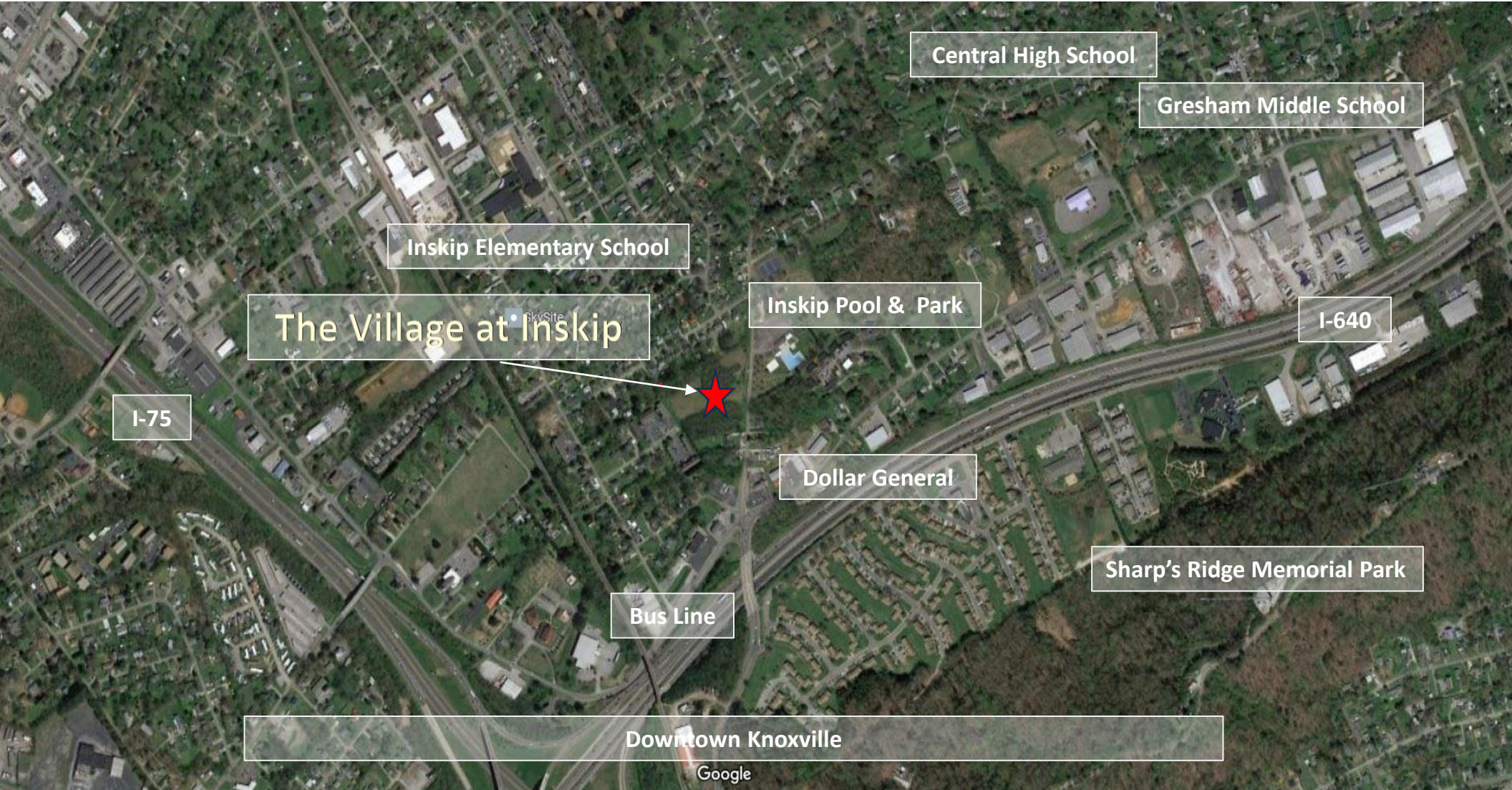
Distribution of housing units by neighborhood poverty



Note: LIHTC = Low-Income Housing Tax Credit. Low-poverty neighborhoods have poverty rates of less than 10 percent. "Neighborhoods" are census tracts.

Source: CBPP tabulations of the 2012-2016 and 2011-2015 American Community Survey, Department of Housing and Urban Development 2016 LIHTC database, and 2011-2015 Comprehensive Housing Affordability Strategy data





- Area Population – 20,815
- Median Household Income - \$36,406
- Median Property Value - \$151,802
- Average Rental Price – \$1,418
- Apartment complexes make up only 15% of home types. There is a need for affordable housing.
- 66.88% of housings units in Inskip were constructed in 1989 or before, with less than four percent built in the last decade.

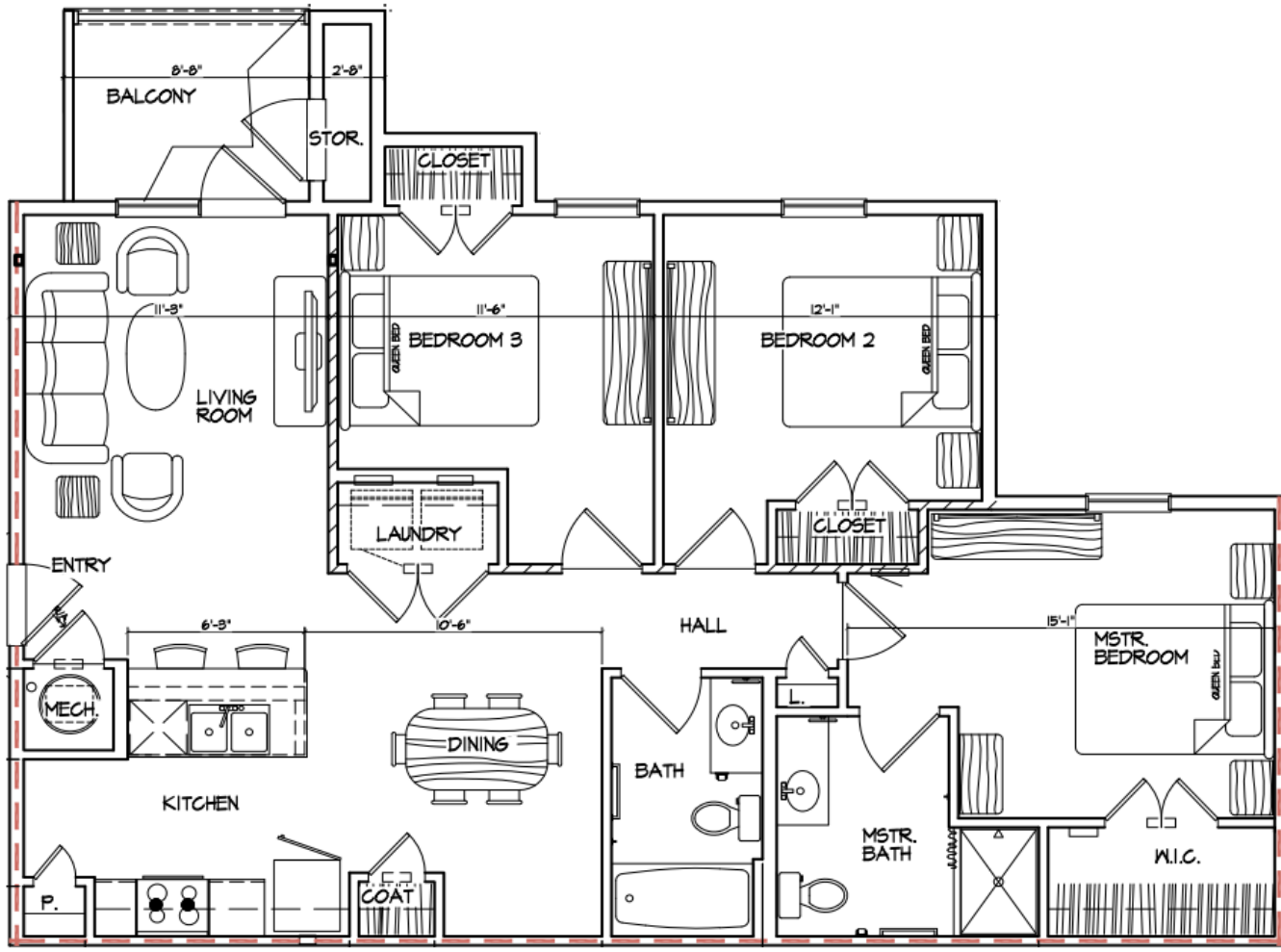
Inskip Housing Units Constructed by Year

Number of Units	Year Built	Percentage
170	2014 or later	1.52%
208	2010-2013	1.86%
1,826	2000-2009	16.33%
1,501	1990-1999	13.42%
1,361	1980-1989	12.17%
1,884	1970-1979	16.84%
1,212	1960-1969	10.84%
1,812	1950-1959	16.20%
784	1940-1949	7.01%
427	1939 or earlier	3.82%
11,185		66.88%

3 Bedroom Floor Plan

FDI ARCHITECTURE, LLC 1070 BREEZEALE ROAD, PENDLETON, SC 29670 PH. (804) 774-5800

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3BR-a FLOOR UNIT PLAN
SCALE: 1/4" = 1'-0"



3BR-a UNIT PLAN
 VILLAGE at INSEP APARTMENTS
 Brushy Road
 Knoxville, Tennessee

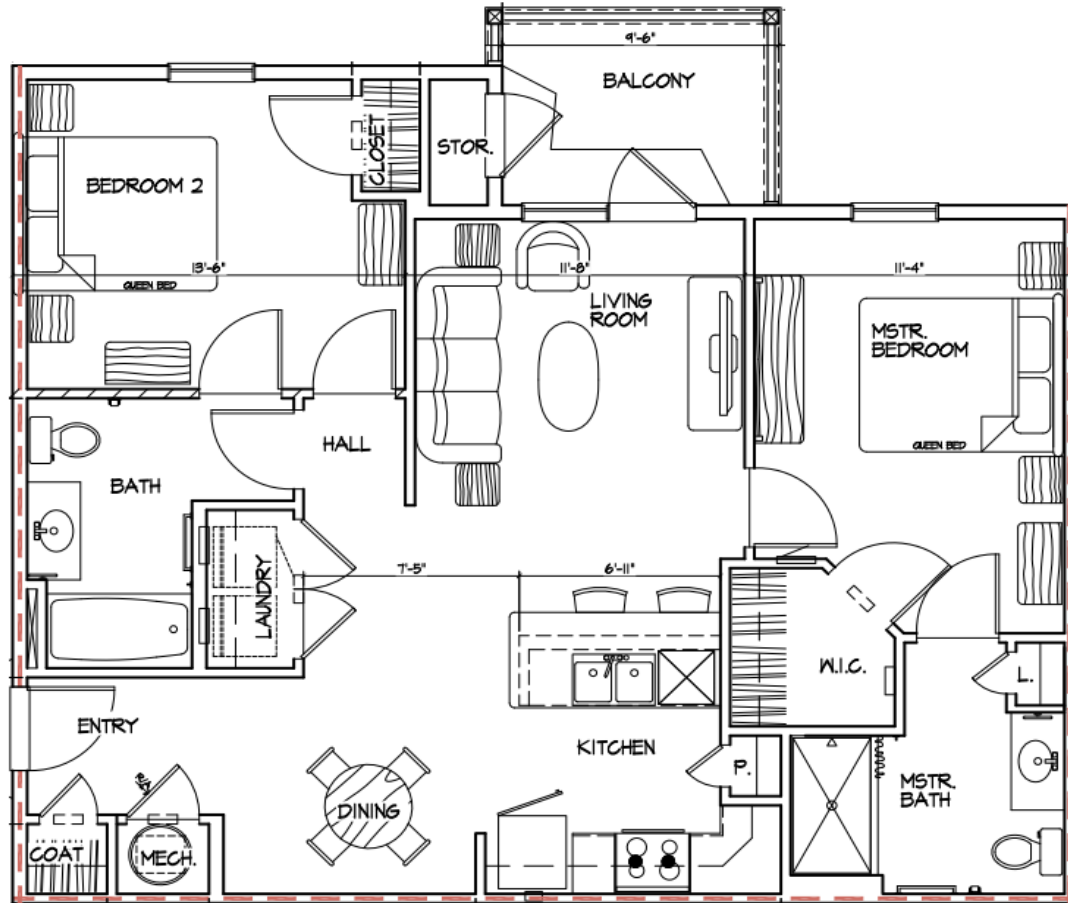
Concept
 Not for Construction
 July 13, 2022



2 Bedroom Floor Plan

PDI ARCHITECTURE, LLC 1070 BREEZEALE ROAD, PENDLETON, SC 29670 PH. (864) 274-5800

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2BR-a FLOOR UNIT PLAN
SCALE: 1/4" = 1'-0"

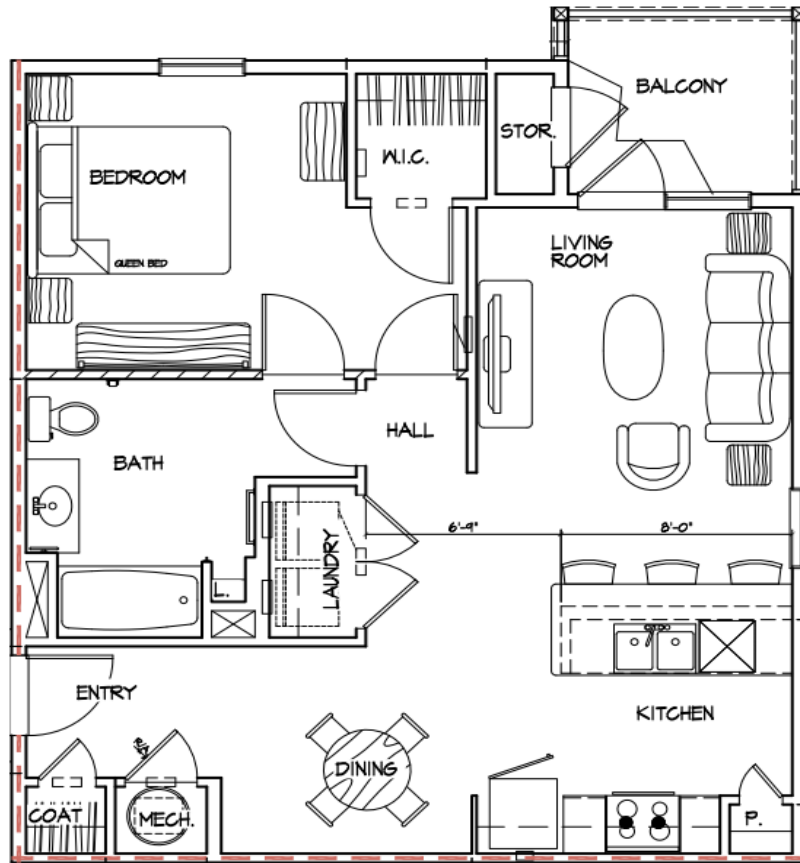


PDI
2BR-a UNIT PLAN
VILLAGE OF HINSEP APARTMENTS
High Rise
Covington, Tennessee
Concept
Not for Construction
July 2, 2012
A-02

1 Bedroom Floor Plan

PDI ARCHITECTURE, LLC 1020 BREAZEALE ROAD, FENDLETON, SC 29670 PH. (864) 224-5800

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IBR-a FLOOR UNIT PLAN
SCALE: 1/4" = 1'-0"



IBR-a UNIT PLAN
 VILLAGE HINSHIP APARTMENTS
 Evans Road
 Knoxville, Tennessee
 Concept
 Not for Construction
 July 13, 2022
 A-01



Project Team

- Developer – Hopeful Housing / Huber Properties
- Non-Profit Partner – Volunteer Housing Partnership
- General Contractor – Davie Construction Co., Inc.
- Legal Counsel – Bass, Berry, and Sims
- Management – D & K Management Group, Inc.
- Appraisal/Market Analysis – Gill Group, Inc.
- Architect – PDI Architecture, LLC
- Construction Loan – TBD
- Permanent Financing – TBD
- Bond Placement – Raymond James Financial, Inc.
- LIHTC Consultant – Bunch Development Services



HUBER
PROPERTIES LLC



VOLUNTEER
HOUSING PARTNERSHIP



RAYMOND JAMES
FINANCIAL, INC.



GILL GROUP
NATIONWIDE VALUATION AND MARKET FEASIBILITY EXPERTS



BASS BERRY SIMS
CENTERED TO DELIVER.



BUNCH DEVELOPMENT SERVICES
Knoxville, TN



About the Developer



- Huber Properties is a real estate development company that is dedicated to excellence and focuses on quality developments in the state of Tennessee. It is Huber Properties' goal to set itself apart by embracing new and innovative ideas while staying grounded in traditional values.
- John Huber, owner of Huber Properties, LLC and Hopeful Housing, LLC is a native Tennessean and graduate of the University of Tennessee. John is a fully licensed General Contractor and Real Estate Broker and has over 25 years' experience in the development, construction, and brokerage segments of the Real Estate industry. He is currently serving as an Executive Member of the Knoxville / Knox County Planning Commission.
- John was recently named 2019-20 Man of the Year in Knoxville by the Leukemia and Lymphoma Society for achieving the highest fundraising total in the State of Tennessee. With his fundraising, he was able to direct a grant to fight Acute Myelogenous Leukemia, which only has a 27.4% survival rate.



HUBER
PROPERTIES^{LLC}

Recent Land and Construction Developments

- Farragut Pointe Apartments, Knoxville, TN (124-Unit LIHTC Multi-Family Development)
- The Village at Westland Cove, Knoxville, TN (240-Unit Apartment Complex)
- Markets at Choto, Knoxville, TN (Commercial Development currently under construction, Slated for 60,000 SF)
- Signature Self-Storage at Choto, Knoxville, TN (66,000 SF mini-storage development)



HUBER
PROPERTIES LLC



- Hardin Station, Knoxville, TN (28,000 SF Commercial Development)
- Icon at Hardin Valley, Knoxville, TN (298-Unit Apartment Complex)
- Covered Bridge at Hardin Valley, Knoxville, TN (200-Lot Single-Family Subdivision)



PDI Architecture was founded in 1991 by Pat Iannelli with a focus on wide-ranging architecture development projects. The firm has managed over \$950 Million worth of construction projects, including multiple tax-credit projects.





Multi-Family Apartment Complexes by PDI Architecture

- 98 McBee Apartments – 55 Units in Greenville, SC
- Tryon Park Rivergate Apartments – 202 Units at Charlotte, NC
- Haven at Rivergate – 248 Units at Charlotte, NC
- Laurel View Apartments – 174 Units at Concord, NC
- Lofts at Reynolds Mountain – 220 Units at Woodfin, NC
- River's Edge Luxury Apartments – 134 Units at Knoxville, TN
- The Legends at White Oak – 312 Units at Ooltewah, TN
- The Lively at Carolina Forest – 304 Units at Myrtle Beach, SC
- The Lively at Indigo Run – 302 Units at North Charleston, SC
- The Reserve at Stone Port – 168 Units at Harrisonburg, VA
- Town Park Lofts at West Sullivan – 262 Units at Kingsport, TN
- Waterleaf at Murrells Inlet – 240 Unit at Murrells Inlet, SC



PARTNERS DEVELOPMENT

Partners is a full service, diversified commercial real estate development firm founded in 1974. With over forty-nine years of project development history, Partners has developed tools, processes and procedures to manage schedules and budgets. Our cost control procedures include project budgeting and tracking from concept through completion, forecasting with respect to materials, labor and project delivery schedules, and communication management.

Partners has completed over 125 projects in the Americas and Europe. We have programmed, financed, developed, managed, owned and operated more than \$2.1 billion in commercial, education, industrial and residential projects covering over 18 million square feet across 22 states and 5 countries.



About the Contractor



Colmar Construction has constructed over 5,000 apartments, condominiums, and townhomes throughout the southeast, both LIHTC and Market Rate, including the following:

Overlook Apartments
The Oaks at Tenth
Camden Station
Marshall Square
Everitt Square
Kerners Mill
Gateway Plaza
Hampton Townhomes

White Oak Grove Apartments
Muir's Landing
Hall Towers
Yorkleigh Heights
Ashley Terrace
Burlington Housing Authority
Lofts at Dilworth
Goldsboro Housing Authority



PRELIMINARY BOND RESOLUTION

WHEREAS, Pines III, L.P. or an affiliate thereof (the "Applicant"), is considering the acquisition, rehabilitation and equipping of an approximate 152-unit apartment facility for low and moderate-income citizens known as the Pines Apartments located at 5999 Tannahill Drive in Knoxville, Tennessee, and wishes to have The Health, Educational and Housing Facility Board of the County of Knox (the "Board") indicate its willingness to issue revenue bonds to provide financing for such purposes; and

WHEREAS, the acquisition, rehabilitation and equipping of such facilities will constitute a "project" within the meaning of T.C.A. § 48-101-301; and

WHEREAS, a letter of intent has been presented to the Board under the terms of which the Board agrees, subject to the provisions of such letter, to issue its revenue bonds in an amount not exceeding \$28,000,000 to provide financing for such project.

NOW, THEREFORE, BE IT RESOLVED BY The Health, Educational and Housing Facility Board of the County of Knox as follows:

1. The Board hereby finds that the financing of such above-described project will improve the quality and availability of housing in Knox County, Tennessee, and will contribute to the general welfare of the citizens of the county.
2. The Chair or the Vice Chair of the Board is hereby authorized to execute a letter of intent with the Applicant in substantially the form thereof as presented to this meeting or with such changes therein as shall be approved by the Chair or the Vice Chair. The officers of the Board are hereby authorized to take such further action as is necessary to carry out the intent and purposes of the letter of intent as executed.
3. The Chair, Vice Chair or legal counsel of the Board is hereby authorized to conduct such public hearings on behalf of the Board as the Applicant may request with respect to the project.

I hereby certify that the foregoing resolution of The Health, Educational and Housing Facility Board of the County of Knox was duly and lawfully adopted by its Board of Directors on November 14, 2023, at a duly called meeting at which a quorum was acting throughout, and I furthermore certify that such resolution has not been amended or modified in any respect.

Executed as of this ___ day of _____, 2023.

THE HEALTH, EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE COUNTY OF KNOX

Secretary

November 14, 2023

Pines III, L.P.
Knoxville, Tennessee

Gentlemen:

The Health, Educational and Housing Facility Board of the County of Knox (the "Board") has been informed that Pines III, L.P. or an affiliate thereof (the "Applicant"), is considering the acquisition, rehabilitation and equipping of an approximate 152-unit apartment facility for low and moderate-income citizens known as the Pines Apartments located at 5999 Tannahill Drive in Knoxville, Tennessee. The above-described acquisition, rehabilitation and equipping with regard to such facility constitutes a "project" within the meaning of T.C.A. § 48-101-301.

After investigation of the nature of the proposed project, the Board has determined that the financing of the project will improve the quality and availability of housing in Knox County, Tennessee, and will contribute to the general welfare of the citizens of the county. Therefore, it is the belief of the Board that in assisting the financing of the project, the Board will be acting in furtherance of the public purposes for which it was created.

Accordingly, in order to assist the Applicant in the financing of the project and in order to carry out the purposes for which the Board was created, the Board hereby makes the following proposals:

1. The Board will issue, and sell to a purchaser to be designated by the Applicant prior to issuance, revenue bonds (the "Bonds") in the principal amount not to exceed \$28,000,000 to provide financing for the project. The Bonds shall be limited obligations of the Board payable solely out of the revenues and receipts derived from the project including loan payments from the Applicant obtained in connection with the financing of the project. In no event shall the Bonds be general obligations of the Board, its directors, or Knox County, Tennessee.

2. The terms of the Bonds (maturity schedule, interest rate, denominations, redemption provisions, etc.) will be determined by agreement among the Board and the Applicant, subject to compliance with all applicable state and federal requirements, and all bylaws and policies of the Board.

3. Prior to delivery of the Bonds, the Board and the Applicant will enter into a loan agreement pursuant to which the proceeds from the sale of the Bonds will be used for the purposes hereinabove indicated and the Applicant will be obligated to make payments sufficient to cover all debt service requirements on the Bonds.

4. The Board will enter into a trust indenture with a trustee to be nominated by the Applicant and subject to the approval of the Board and/or a purchase contract with the purchaser of the Bonds. Such indenture and/or purchase contract will assign the loan agreement and all collateral therefor and all revenues received thereunder for the benefit of the bondholders. The terms and provisions of such indenture and/or purchase contract shall be agreed upon by the Board, the Applicant and the purchaser of the Bonds.

5. The Board hereby authorizes the Applicant to commence the acquisition, rehabilitation and equipping of the project as soon as practicable so that the inhabitants of the State of Tennessee might benefit

from the project without delay. The Applicant may advance any interim funds required and be reimbursed from the proceeds of the Bonds, to the extent allowed by applicable law.

6. Upon the issuance, sale and delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Applicant shall have no further effect and, in the event of any inconsistencies between the terms of this proposal and the terms of any loan agreement and/or indenture or purchase contract the provisions of such latter documents shall control.

7. If for any reason the Bonds have not been sold within eighteen (18) months from the date hereof, the provisions of this proposal and the agreement resulting from the acceptance by the Applicant shall, at the option of either party to be evidenced in writing, be canceled and neither party shall have any rights against the other and no third party shall have any rights against either party except:

- (a) The Applicant will pay the Board for all expenses incurred by the Board in connection with the financing of the project;
- (b) The Applicant will pay the out-of-pocket expenses for attorneys for the Board incurred in connection with the project and will pay attorneys for the Board reasonable fees for legal services related to the project; and
- (c) The Applicant will indemnify and hold the Board harmless against any liability which may be incurred by the Board with respect to the project.

8. The Board agrees to cooperate with the Applicant in executing, along with the Applicant, a Multi-Family Tax-Exempt Bond Authority Application (the "Application") to be prepared by the Applicant and submitted to the Tennessee Housing Development Agency ("THDA") with respect to the Project. The Applicant acknowledges that all information provided in the Application, other than the name and address of the Board, is to be provided by the Applicant and not by the Board and that the Board has no responsibility as to the accuracy of such information other than as to the name and address of the Board. The Applicant agrees to indemnify and hold harmless the Board and its directors, officers, employees and agents from any claims, liabilities, costs or expenses that may arise as a result of the inaccuracy of any information contained in the Application (other than the name and address of the Board) or the submission of the Application.

[Remainder of Page Intentionally Left Blank]

If the foregoing proposal is satisfactory to you, you may indicate by signing the following acceptance and returning a copy to the Board. This proposal and your acceptance will then constitute an agreement in principal with respect to the matters herein contained.

Yours very truly,

THE HEALTH, EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE COUNTY OF KNOX

By: _____
Chair

ACCEPTANCE OF PROPOSAL
OF
THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD
OF THE COUNTY OF KNOX

BY

PINES III, L.P.

The terms and conditions contained in the foregoing proposal by The Health, Educational and Housing Facility Board of the County of Knox are hereby accepted by Pines III, L.P. as of the date first written above.

Pines III, L.P.

By: Pines III GP, LLC,
its general partner

By: _____
Name: _____
Title: _____

DATE: September 21, 2023

THE HEALTH, EDUCATION & HOUSING FACILITIES BOARD OF THE COUNTY OF KNOX
17 Market Square, #201
Knoxville, TN 37902-1405

The Board meets monthly on the second Tuesday at 4:15 p.m. in the offices of The Development Corporation located at 17 Market Square, #201, Knoxville, TN 37902-1405.

PROJECT APPLICATION

PROJECT NAME: The Pines Apartments

LOCATION: 5999 Tannahill Drive, Knoxville, Tennessee 37909

SUBMITTED BY: (If a partnership, applicant should provide the partners' names, addresses, and status, whether limited or general partner.)

Limited Partnership applicant is Pines III, L.P. The General Partner is Pines III GP, LLC.

Both the Limited Partnership and General Partner are affiliates of LHP Capital, LLC. Address of each is 900 South Gay Street, Suite 2000, Knoxville, TN 37902

AUTHORIZATION – AMOUNT ASKING FOR: \$29,000,000

ESTIMATED PROJECT COST AND BREAKDOWN (i.e., land, building, equipment, etc.)

Total Development Costs: \$47,774,552; (Land/Building Acquisition - \$23,900,000; Rehabilitation Costs - \$10,416,560; Architect Fees - \$442,704; Developer Costs and Soft Costs - \$10,783,949; Financing Fees, Tax Credit Fees, & Bond Costs of Issuance - \$1,630,643, Reserves - \$600,697)

PROCEDURE FOR SALE OF BONDS (Private vs. Public Placement, etc. See also Paragraphs 5 (3) (4) and (5). Public Placement – bonds will be cash collateralized and redeemed upon completion of the proposed development transaction (with proceeds from a taxable FHA mortgage)

PURCHASER: Raymond James & Associates (remarketing agent)

GUARANTOR: Not Applicable

FISCAL AGENT (if selected): Not Applicable

ATTORNEY (if selected): Mark Mamantov and Jay Moneyhun - Bond Counsel - Bass, Berry & Sims PLC

TRUSTEE (if selected): U.S. Bank

BRIEF DESCRIPTION OF PROJECT: (including the purpose, employment created, economic impact, size of buildings, land, etc., and other appropriate comments to fully explain.) Pines III, L.P. plans to acquire and preserve The Pines Apartments. The two main sources of funding required to complete this transaction will be: (i) proceeds from the sale of private activity multifamily tax exempt bonds allocated by Tennessee Housing Development Agency (THDA) and issued by the Health, Education & Housing Facilities Board, and (ii) equity proceeds from the investment in limited partnership interests pursuant to an allocation of 4% Low Income Housing Tax Credits from THDA to the partnership. The Pines Apartments is presently a 152-unit apartment complex that houses families at or below 60% of the area median income. The property receives Section 8 Project Based Rental Assistance from HUD on 98.68% (150/152) of these units. Pines III, L.P. plans to renovate the property as part of this transaction, spending approximately \$10,416,560 (\$68,530/unit) on renovations for existing systems such as roofs, siding, mechanical/electrical/plumbing systems, painting, flooring, cabinets and countertops, and lighting fixtures. The outcome of this transaction will be that The Pines Apartments will remain quality affordable rental housing for qualified Knox County families for many

years to come. The Section 8 Project Based Rental Assistance contract from HUD will be renewed for an additional 20 years. Existing full-time staffing positions will be preserved as part of the transaction and a number of temporary construction jobs will be created for the duration of the approximate 21-month rehabilitation period. The property itself consists of 19 two-story garden apartment buildings originally constructed in 1980 on a 16-acre site located just off Francis Road north of Interstate 75 and West Town Mall in west Knoxville. No existing residents will be more than temporarily displaced by the planned renovations.

FINANCIAL STATEMENTS: If public placement is requested, include with the above: (1) financial summary of past 5 years; (2) current audit; (3) 3-5 year financial projections.

RULES: Compliance with the rules on the following page is the responsibility of Applicant. The Board reserves the right to amend or waiver any Rule without notice.

RULES

1. **Procedure** – The Project Application must be filed with the Secretary of the Board fourteen days prior to meeting so that copies can be mailed to all Board Members and counsel to the Board one week prior to Board meeting.
 - (1) If a TEFRA hearing is requested, the completed TEFRA form and Application **MUST BE RECEIVED** by the Secretary not less than 20 days prior to the meeting.
 - (2) If no TEFRA hearing is requested, the Application **MUST BE RECEIVED** by the Secretary not less than 14 days prior to the meeting.
2. **Fee Schedule** – Appropriate fees must be submitted with the request:

Projects and Bond Issues: The Industrial Development Board of the County of Knox and The Health, Educational and Housing Facility Board of the County of Knox

Agenda Fee: \$500. This fee is assessed on matters considered by the Board of Directors at a regular meeting of the Directors. It is not assessed if (i) the Applicant has paid a Project Fee and (ii) the action requested is related to the same Project or Bond Issue for which the Project Fee was paid. If an Applicant requests further action related to an outstanding Bond Issue, the Agenda Fee will be due and payable.

Project Fee: 10 basis points (0.10%) of the Total Project/Bond Issue with a minimum of \$2,000 and a maximum of \$4,000.

Special Meeting Fee: \$5,000 per Applicant.

Interlocal Agreement Fee: \$1,000 per Applicant.

All fees are due and payable fourteen days before the meeting and should be payable to the applicable Board and delivered to the Board at its office located at 17 Market Square, #201, Knoxville, TN 37902-1405.

3. **Housing** – For housing and similar issues, the Board will require a feasibility study to be filed with the original application or for consideration at a regular meeting not less than one month prior to final approval. If consideration is at a regular meeting, the study must be mailed to members and counsel not less than 10 days prior to the meeting.
4. **Refinancing** – Generally, except for manufacturing or regional warehouse facilities, the Board requires that in any refinancing of existing debt, 25% of the bond proceeds be used for new construction or renovations.

5. General

- (1) Projects are approved and extended for 6 month periods.
- (2) Regardless of property ownership, applicants will be required to pay all property taxes as if owned by the applicant.
- (3) In the event applicant requests approval of a public placement, he should clearly designate such request on the application and should be prepared to provide reasons therefore at the appropriate Board meeting. A rating of AA or better will normally be required.
- (4) Unless otherwise designated, the Board will consider all requests for new issues to be request for private placements. Private placements shall mean that the bonds may not be sold, transferred or assigned by the holder thereof except (1) to an institutional investor and then only for the investment account of such institutional investor, or (2) an individual investor and then only for the account of such individual investor. For this purpose, an institutional investor shall mean a bank, savings and loan association, insurance company, or other financial institution having a combined capital and surplus of not less than \$5,000,000. For this purpose, an individual investor shall mean one whose net worth is certified to be not less than \$1,000,000. Bonds, notes and other documents shall bear an appropriate legend to reflect these restrictions. As a substitute for this, the Board will consider restrictions limiting the minimum bond size to \$100,000.
- (5) In the event that the Board approves a public issue, it will not execute in connection therewith official statements or similar documents deemed by counsel to create unacceptable obligations.
- (6) Documents to be executed by the Board will include the following or similar paragraph:

No recourse under or upon any obligation, covenant, or agreement or in any Bond or coupon, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any incorporator member, director or officer, as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the holder of any Bond or coupon issue, of any sum that may be due and unpaid by the Issuer upon any such Bond or coupon. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such to respond by reason of any act or omission on his part or otherwise for the payment for or to the Issuer or any receiver thereof, or for or to the holder of any Bond or coupon , of any sum that may remain due and unpaid upon the Bonds and coupons or any of them, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issue of such bonds and coupons.

The County of Knox, Tennessee, shall not in any event be liable for the payment of the principal of, premium, if any, or interest on any of the Bonds issued, or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever herein or indebtedness by the Issuer, and none of the Bonds of the Issuer issued or any of its agreements or obligations herein or otherwise shall be construed to constitute an indebtedness of the County of Knox, Tennessee, within the meaning of any constitutional or statutory provision whatsoever.

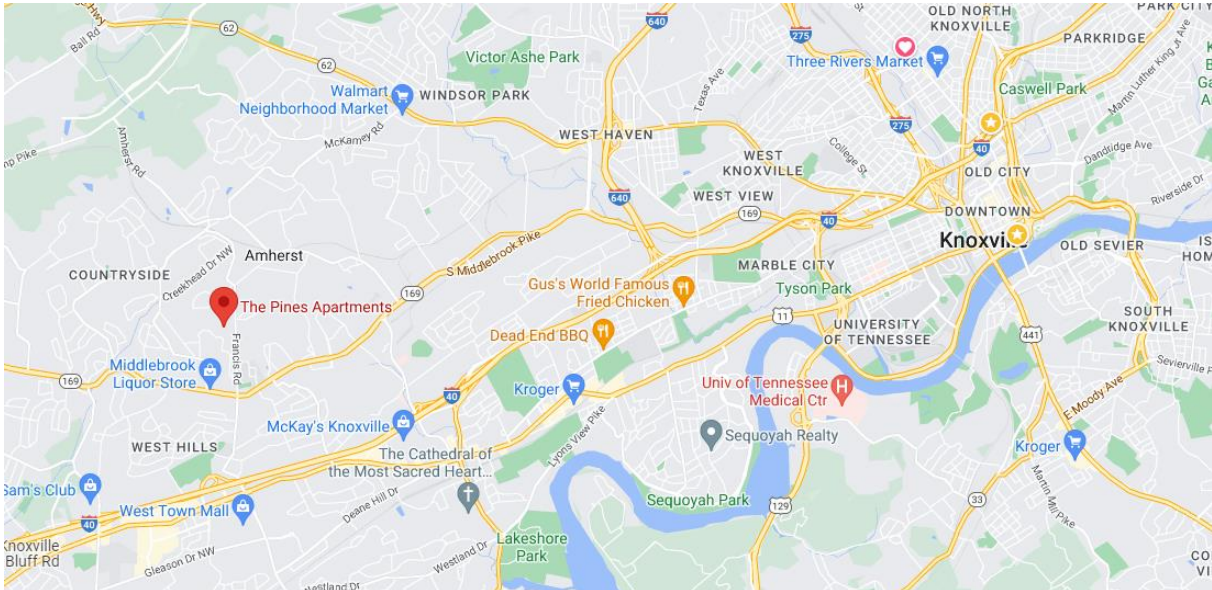
The Pines Apartments

Executive Summary

The Property

The Pines Apartments is a multifamily apartment community located in Knoxville, TN (marked on the map below) which an affiliate of LHP Capital, LLC intends to acquire and rehabilitate. The property is located at 5999 Tannahill Drive, Knoxville, TN 37909.

It is important to preserve The Pines Apartments as quality, affordable housing for families in Knoxville. The redevelopment and large-scale improvements will not only benefit the current residents, but the surrounding neighborhood as well. No residents will be permanently displaced from their apartment homes due to the renovations, and the impact on the neighborhood should be minimal as there will be no ground up construction involved.



The Pines Apartments consists of a 152-unit apartment community with 19 two-story apartment buildings and a one-story leasing office/clubhouse located on a 16-acre lot. The buildings were originally constructed in 1980 and consist of 64 two-bedroom, 80 three-bedroom, and 8 four-bedroom apartment units. Rents for 150 of the apartment units are subsidized through a Section 8 HAP contract with HUD, and the tenant portion of the monthly rent payments will not increase due to the renovations.

Current property amenities include an on-site leasing center, a community room, laundry area, swimming pool, playground, basketball court, and barbeque/picnic area. Parking is available onsite for 250 vehicles. The property is located off of Francis Road just north of Middlebrook Pike and Interstate 40 and is within walking distance of Bearden Middle School. The Pines Apartments is a mere 8 mile drive to downtown Knoxville and the University of Tennessee and a 25 minute drive to McGhee Tyson Airport.



Rehabilitation

The rehabilitation budget is approximately \$68,530 per apartment unit. Eight apartment units will be made fully handicapped-accessible, and four units will be modified to accommodate vision and hearing-impaired residents. The rehabilitation will consist of the renovation and reconfiguration of the current leasing office and finishings as well as an upgrade of the existing community room and kitchen. The property will receive substantial upgrades in site amenities including new exterior site lighting, a new playground with benches, installation of a video surveillance and site security system, and a new mailbox kiosk. Building exterior upgrades will include replacement of existing vinyl siding with hardie-plank siding, replacement of existing roofs and gutters, new entry doors, sidewalk repair and replacement, parking area sealing and striping, and exterior stair and handrail repairs. The interior renovation will consist of new kitchen and bathroom cabinets, sinks, countertops, vanities, and fixtures, new bathtubs and showers, new bathroom fans, new refrigerators, ovens and ranges, microwaves, dishwashers, toilets, and bathroom fixtures, new closet and interior doors, new vinyl plank flooring, unit painting, new blinds, upgraded light fixtures with ceiling fans in bedrooms, and new smoke detectors. Additional items in the rehabilitation will include new hot water heaters, new plumbing supply and sanitary branch lines, new HVAC units, upgraded electrical panels, new electrical outlets and covers, and the provision of cable and internet to each apartment unit.

Upon completion of these upgrades, the property will provide housing comparable to the newer multifamily developments in its market area. Attached to this Summary are “before and after” photos of completed Section 8 rehabilitations completed by the sponsor, LHP Capital, LLC.

Sponsor

LHP Capital is a developer and manager of multifamily housing properties with a primary emphasis on affordable housing. Since 1998, the company formerly known as Lawler Wood Housing and rebranded LHP in 2015, has developed 14,707 apartment units at 111 properties in 13 states, completing more than \$1.5 billion in development activity creating safe, secure housing communities. LHP currently manages 50 multi-family properties in six states. The company is headquartered in Knoxville and has an office in Nashville. For additional information, visit www.lhp.net.

Organizational Entities

Beneficial title in the property will be held by Pines III, L.P. (a Tennessee Limited Partnership). The project developer will be LHP Capital, LLC.

Project Timing

It is estimated that the renovation of the property will commence in mid-2024 and be completed within 22 months.

For Additional Information, Please Contact:

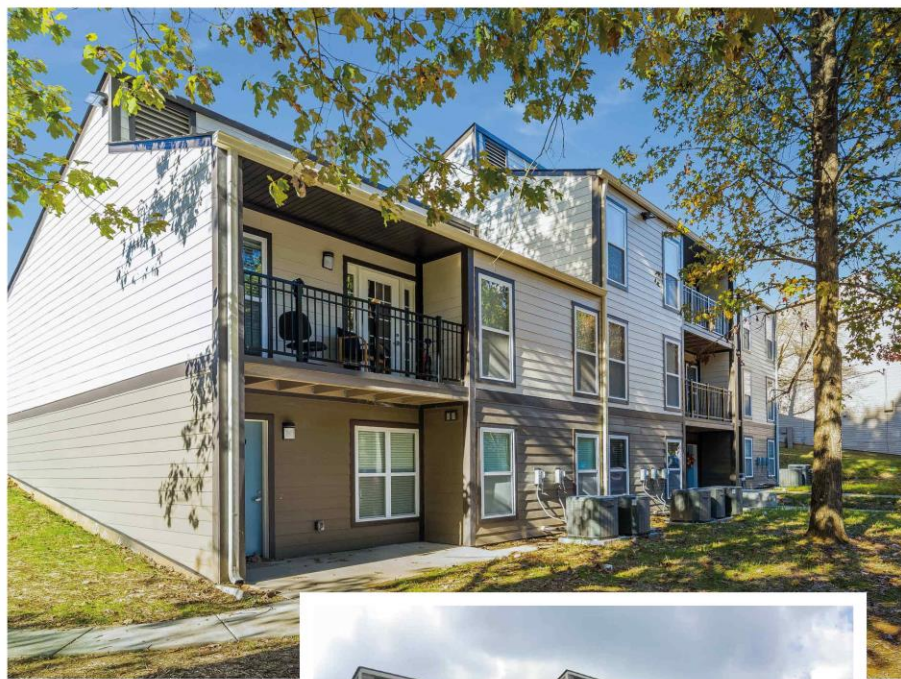
Michael Rodgers, S.V.P.

571-499-7923

mrodgers@lhp.net

Clear Springs Apts. Knoxville

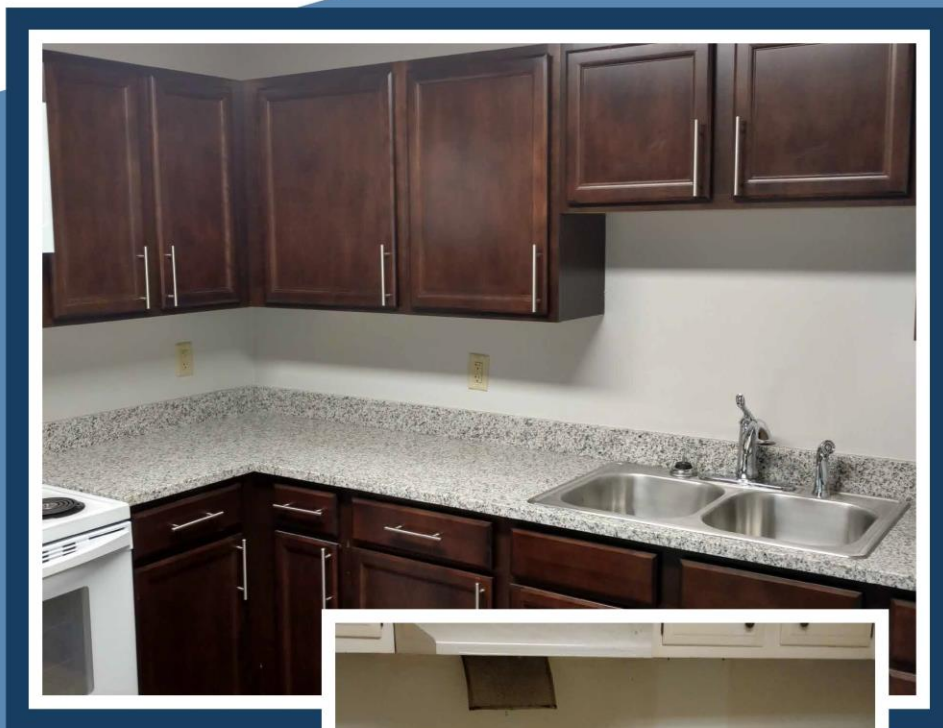
Typical Exterior



Springplace Apartments

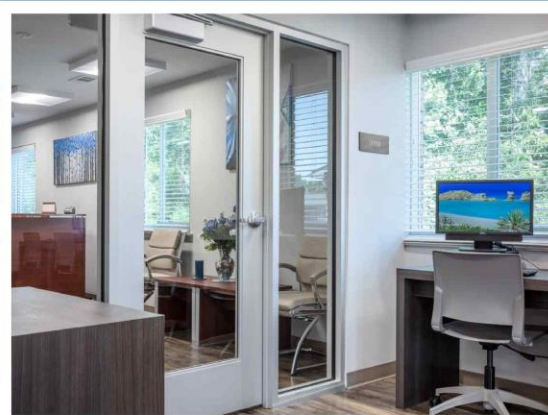
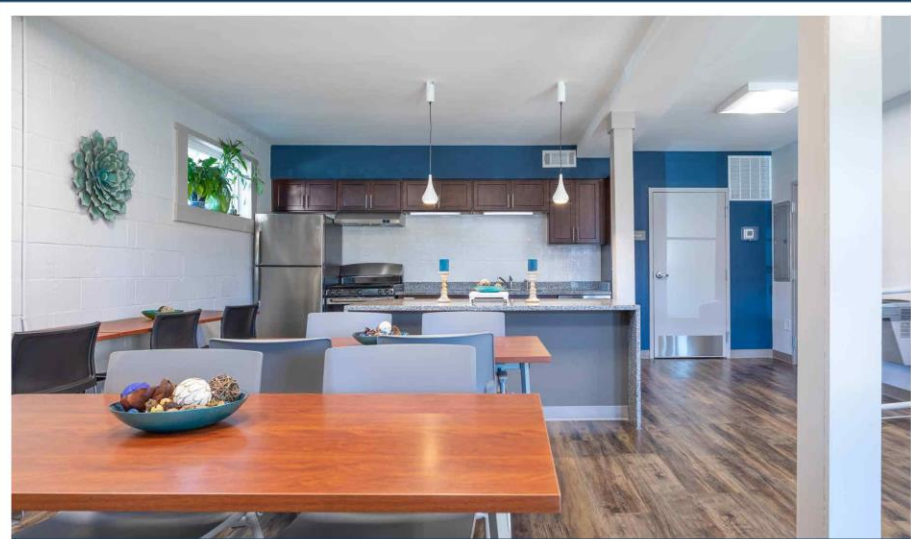
Lenoir City

Typical Kitchen



Three Rivers Garden Rehab

New Community Room



Three Rivers Garden Rehab

Typical Kitchen



Trevecca Towers Rehab

Typical Kitchen



THE PINES APARTMENTS

5999 TANNAHILL DRIVE
KNOXVILLE, TN 37909

PREPARED FOR LHP
NOVEMBER 08, 2023



SITE PLAN TYP. UNIT PLANS

LEGEND / KEY NOTES

- ① COMMUNITY BUILDING
- ② LAUNDRY BUILDING
- ③ OFFICE BUILDING
- ④ POOL
- ⑤ PLAYGROUND



UNIT MATRIX

UNIT MATRIX	UNITS	BLDG																		TOTAL			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		19		
TYPE A	2 BR TYP.																				8	54	
	2 BR SIGHT & HEARING																					4	4
	2 BR ACCESS.																					6	6
TYPE B	3 BR TYP.																					68	68
	3 BR SIGHT & HEARING																					4	4
	3 BR ACCESS.																					8	8
TYPE C	4 BR TYP.																					6	6
	4 BR SIGHT & HEARING																					0	0
	4 BR ACCESS.																					2	2
	TOTAL:	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	152	152



EXISTING EXTERIOR

- ① REMOVE EXISTING VINYL SIDING
- ② REMOVE ENTRY DOORS
- ③ REMOVE PAINT ON ALL METAL STAIRS AND HANDRAILS
- ④ REMOVE SLIDING DOORS
- ⑤ REMOVE ROOFING



PROPOSED EXTERIOR

LEGEND / KEY NOTES

- ① NEW HARDIE CEMENT BOARD LAP SIDING
- ② NEW 6-PANEL ENTRY DOORS
- ③ NEW PAINT AT ALL METAL STAIRS AND HANDRAILS
- ④ NEW WINDOWS AND HARDIE SIDING AT FRONT ENTRY
- ⑤ NEW ROOFING



OPTION 03 - TRIM AT 2ND FLOOR

EXISTING EXTERIOR

- ① REMOVE EXISTING VINYL SIDING
- ② REMOVE ENTRY DOORS
- ③ REMOVE PAINT ON ALL METAL STAIRS AND HANDRAILS
- ④ REMOVE SLIDING DOORS
- ⑤ REMOVE ROOFING
- ⑥ REMOVE SHUTTERS



PROPOSED EXTERIOR

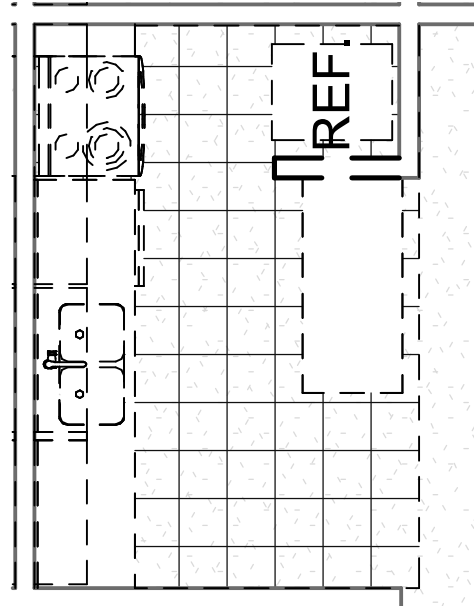
LEGEND / KEY NOTES

- ① NEW HARDIE CEMENT BOARD LAP SIDING
- ② NEW 6-PANEL ENTRY DOORS
- ③ NEW PAINT AT ALL METAL STAIRS AND HANDRAILS
- ④ NEW WINDOWS AND HARDIE SIDING AT FRONT ENTRY



OPTION 03 - TRIM AT 2ND FLOOR

TYPICAL UNIT EXISTING KITCHEN



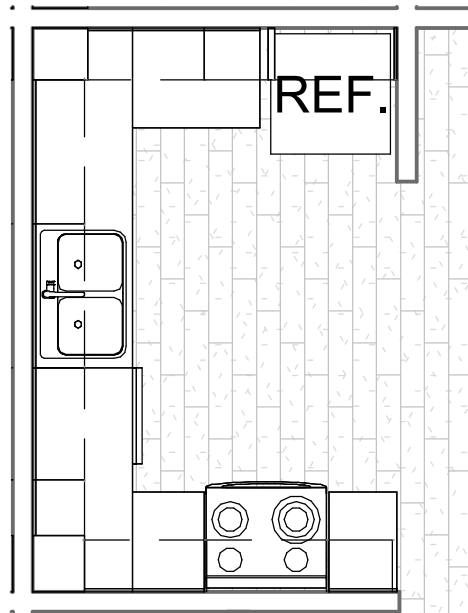
EXISTING PLAN
1/4" = 1'0"



TYPICAL UNIT NEW KITCHEN

LEGEND / KEY NOTES

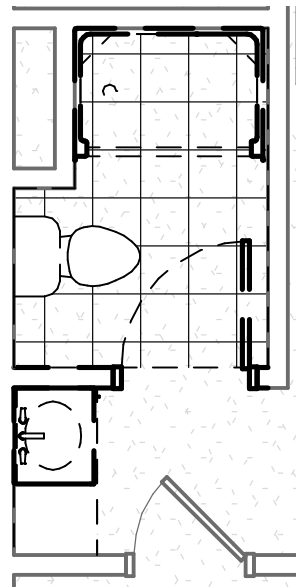
- ① NEW CABINETS
- ② NEW SINK
- ③ NEW APPLIANCES
- ④ NEW FLOOR FINISH



PROPOSED PLAN
1/4" = 1'0"



TYPICAL UNIT EXISTING BATHROOM



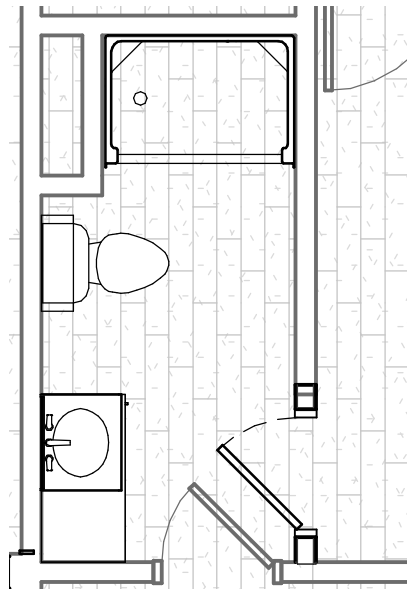
EXISTING PLAN
1/4" = 1'0"



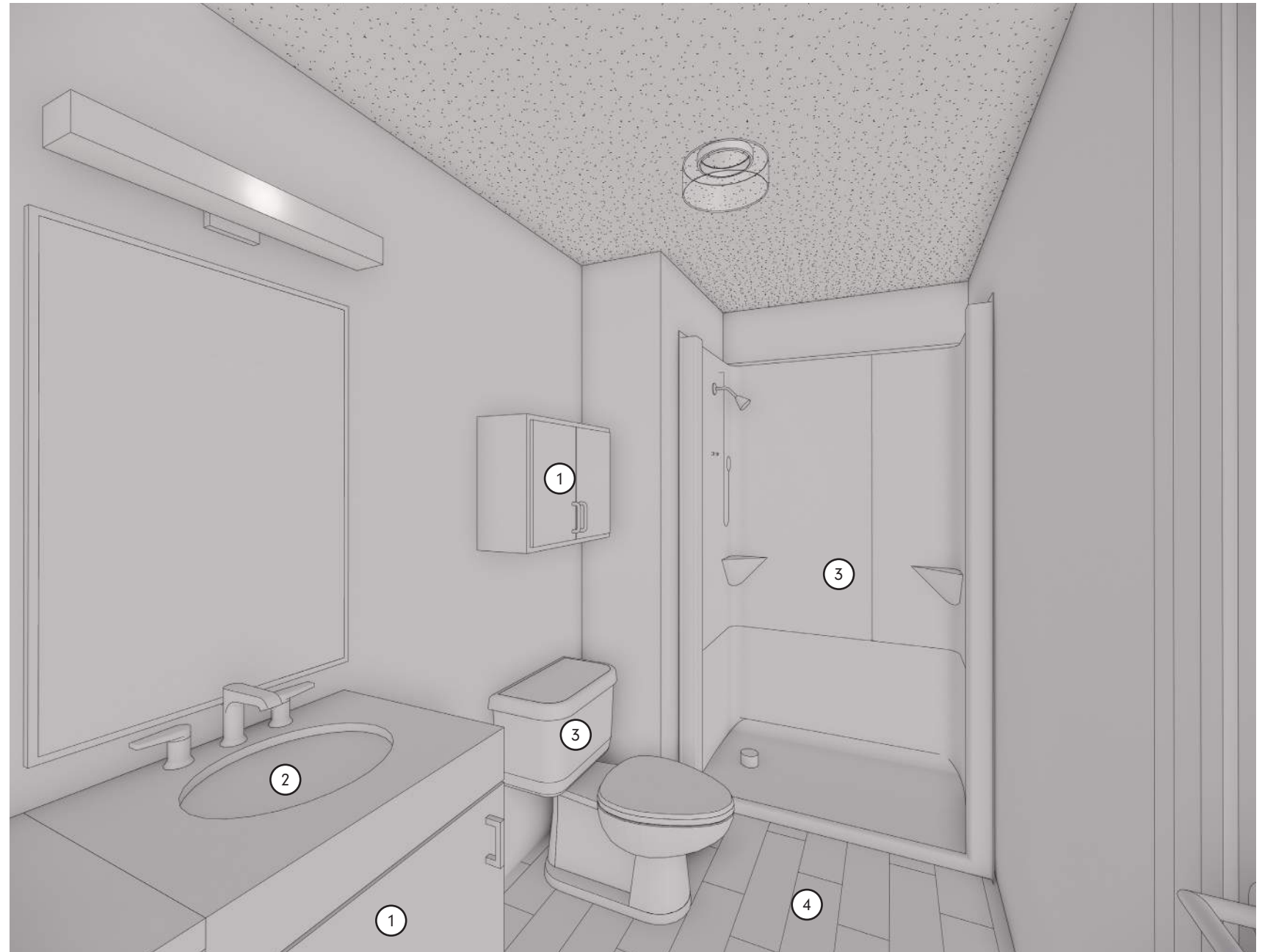
TYPICAL UNIT NEW BATHROOM

LEGEND / KEY NOTES

- ① NEW CABINETS
- ② NEW SINK
- ③ NEW PLUMBING FIXTURES
- ④ NEW FLOOR FINISH



PROPOSED PLAN
1/4" = 1'0"



RESOLUTION OF THE BOARD OF DIRECTORS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE COUNTY OF KNOX RELATIVE TO PROPOSED MODIFICATIONS TO THE MULTIFAMILY HOUSING GOVERNMENTAL NOTE (THE AMMONS AT ASHEVILLE HIGHWAY APARTMENTS PROJECT)

WHEREAS, the Board of Directors of The Health, Educational and Housing Facility Board of the County of Knox (the “Issuer”), has met pursuant to proper notice; and

WHEREAS, on September 29, 2021, the Issuer issued its Multifamily Housing Governmental Note (The Ammons at Asheville Highway Apartments Project) in the original principal amount of \$10,500,000 (the “Note”) in accordance with the terms of a Funding Loan Agreement dated as of September 1, 2021 (the “Funding Loan Agreement”) among the Issuer, Churchill Mortgage Construction LLC (the “Initial Funding Lender”) and Regions Bank, as Fiscal Agent (the “Fiscal Agent”); and

WHEREAS, the proceeds of the Note were loaned to The Ammons at Asheville Highway, L.P., a Tennessee limited partnership (the “Borrower”), pursuant to a Project Loan Agreement dated as of September 1, 2021 and evidenced by a Project Note dated September 29, 2021 (the “Project Note”) from the Borrower to the Issuer and endorsed to the Fiscal Agent; and

WHEREAS, the proceeds of the Note were used by the Borrower to finance the acquisition, construction and equipping of The Ammons at Asheville Highway Apartments, an approximately 110-unit housing facility for low and moderate-income citizens located in Knox County, Tennessee (the “Project”); and

WHEREAS, the Borrower has requested that the Issuer approve certain amendments to the Note and the Funding Loan Agreement to modify the amortization and interest rate applicable to the Note; and

WHEREAS, there has been submitted to the Issuer the form of an Amendment to Funding Loan Agreement (the “Amendment”) among the Borrower, the Issuer, the Initial Funding Lender and the Fiscal Agent to carry out the transactions described above, a copy of which instrument shall be filed with the records of the Issuer.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE COUNTY OF KNOX:

1. The Chair or Vice Chair of the Issuer is hereby authorized and directed to execute and either is authorized and directed to deliver the Amendment to the other parties thereto The Board hereby approves the Amendment and the modification of the amortization and interest rate applicable to the Note, provided that the principal amount of the Note shall be fully repaid on or before October 1, 2041 and the interest rate shall not exceed the maximum rate permitted by law.

2. The Amendment shall be in substantially the form submitted, which is hereby approved, with such completions, omissions, insertions and changes as may be approved by the officer executing it, his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes.

3. The officers of the Issuer are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above.

4. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

5. All other acts of the officers of the Issuer which are in conformity with the purposes and intent of this resolution are hereby approved and confirmed.

Adopted November 14, 2023.

The Health, Educational and Housing Facility
Board of the County of Knox

By: _____
Name: _____
Title: _____

**THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX
and
THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE
COUNTY OF KNOX**

**Board of Directors Meeting
Public Input Policy**

The Board of Directors (each the “Board”) of each of The Industrial Development Board of the County of Knox and The Health, Educational and Housing Facility Board of the County of Knox conduct all meetings, including committee meetings, in compliance with the Tennessee open meetings law. Tennessee law requires that meetings be open for public observation, and that the Board reserve a period of time at each meeting for public comment related to matters that are germane to the agenda items to be considered at such meeting.

It is the policy of the Board to allow members of the public to speak once on any agenda item for up to three (3) minutes. If a member of the public wishes to speak to the Board, he or she must sign up to speak before the meeting by registering on the sign-up sheet that will be available at the meeting, whether with regard to a specific agenda item or as part of the general public forum described below. An agenda will be made available for review by members of the public with the sign-up sheet. Only persons who have registered to speak prior to the convening of the meeting will be allowed to speak.

A person speaking on an agenda item will be granted time by the presiding officer of the Board to speak when his or her topic of interest is addressed on the agenda. When a number of persons desire to speak to an issue, each side shall be limited to three (3) speakers which shall be determined on a first-come, first serve basis according to the order of names on the sign-up sheet. The Board may extend the number of speakers, or the time allowed for speakers by a vote of majority of the directors present.

At the conclusion of the Board’s regularly scheduled business, a general public forum will be opened to the public. This forum will allow for persons to speak to items that were not on the agenda. The public forum will be limited to thirty (30) minutes. The order of speakers will be determined according to the order of names on the sign-up sheet. The presiding officer of the Board will then call on those persons one at a time to stand and address the Board for no more than three (3) minutes per speaker.

All speakers, members of the audience, and the Board shall remember that the meeting is a Board meeting. All persons are to show proper respect to each other and shall maintain the proper decorum in the meeting at all times. Persons who fail to observe the rules as to proper decorum shall not be permitted to speak and may be removed from the meeting.

Time allocated for public forum provides an opportunity for community members to share their ideas, insights, and concerns with the Board; it is not, however, intended to be a time for discussion between the Directors and the speaker or a time for obtaining either answers to questions raised or responses to requests made for information or action. As appropriate, response to questions raised and/or requests made by the speaker may be made by the Board member or staff at a later time after they have had sufficient opportunity to consider and deliberate on them.

All members of the public are encouraged to submit written information by either of the following methods:

Mail: 17 Market Square, Suite 201
Knoxville, Tennessee 37902

Email: mmcwhorter@knoxvillechamber.com

Written information should be provided at least two (2) business days prior to a board meeting to ensure that the information can be made available to the Board prior to the meeting.

DRAFT

THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX

Meeting of Board of Directors

Public Input Sign-Up Sheet

Meeting Date: _____

1. Name:	2. Agenda Item? Y N (circle)	3. If yes, which agenda item number?
4. Address:		
1. Name:	2. Agenda Item? Y N (circle)	3. If yes, which agenda item number?
4. Address:		
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4. Address:		
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4. Address:		
1. Name:	2. Agenda Item? Y N (circle)	3. If yes, which agenda item number?
4. Address:		
1. Name:	2. Agenda Item? Y N (circle)	3. If yes, which agenda item number?
4. Address:		

**THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE
COUNTY OF KNOX
Meeting of Board of Directors
Public Input Sign-Up Sheet**

Meeting Date: _____

¹ . Name:	² . Agenda Item? Y N (circle)	³ . If yes, which agenda item number?
⁴ . Address:		
¹ . Name:	² . Agenda Item? Y N (circle)	³ . If yes, which agenda item number?
⁴ . Address:		
¹ . Name:	² . Agenda Item? Y N (circle)	³ . If yes, which agenda item number?
⁴ . Address:		
¹ . Name:	² . Agenda Item? Y N (circle)	³ . If yes, which agenda item number?
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¹ . Name:	² . Agenda Item? Y N (circle)	³ . If yes, which agenda item number?
⁴ . Address:		
¹ . Name:	² . Agenda Item? Y N (circle)	³ . If yes, which agenda item number?
⁴ . Address:		



Jason E. Mumpower
Comptroller

Report On Debt Obligation

Entity and Debt Information		
Entity Name		
The Health, Educational and Housing Facility Board of the County of Knox		
Entity Address		
17 Market Square, #210 Knoxville, Tennessee 37902		
Debt Issue Name		
Collateralized Multifamily Housing Bonds (Callahan Flats Project) Series 2023		
Debt Issue Face Amount		
\$2,913,000.00		
Face Amount Premium or Discount?	Premium Amount	
Premium	\$86,923.92	
Tax Status		
Tax - Exempt		
Interest Type	Variable: Remarketing Agent	
Variable: Remarketing Agent	Stifel, Nicolaus & Company, Incorporated	
Debt Obligation		
Bond		
Moody's Rating	Standard & Poor's Rating	Fitch Rating
Aaa	Unrated	Unrated
Other Rating Agency Name	Other Rating Agency Rating	
N/A	N/A	
Security		
Revenue		
Type of Sale Per Authorizing Document		
Negotiated Sale		
Dated Date	Issue/Closing Date	Final Maturity Date
9/13/2023	9/13/2023	12/1/2027

Debt Purpose

Purpose	Percentage	Description
Other	100%	Housing
Education	0%	N/A
General Government	0%	N/A
Refunding	0%	N/A
Utilities	0%	N/A

Cost of Issuance and Professionals

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Legal Fees - Bond Counsel	\$15,000.00	N/A	Bass, Berry & Sims, PLC
Legal Fees - Issuer's Counsel	\$9,450.00	N/A	Egerton, McAfee, Armistead & Davis PC
Legal Fees - Trustee's Counsel	\$6,500.00	N/A	Maynard Nexsen PC
Rating Agency Fees	\$11,000.00	N/A	Moody's
Underwriter's Take Down	\$21,000.00	N/A	Stifel, Nicolaus & Company, Incorporated
Underwriter's Counsel	\$30,000.00	N/A	Tiber Hudson
Underwriter's Other Expenses	\$2,500.00	N/A	Stifel, Nicolaus & Company, Incorporated
Trustee Fees	\$4,500.00	4000.00 per year	Regions
Borrower's Counsel	\$10,000.00	N/A	Gentry, Tipton & McLemore
Verification Agent	\$2,500.00	N/A	Causey, Demgen & Moore PC
TOTAL COSTS	\$112,450.00		

Maturity Dates, Amounts, and Interest Rates

Year	Amount	Interest Rate
2027	\$2,913,000.00	VR

See final page for Submission Details and Signatures

Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>?

Yes

Name and title of individual responsible for posting continuing disclosure information to EMMA

Chris Martin, President of the Sole Member of the GP of the Conduit Borrower; Continuing Disclosure Due June 28 of each year

Signature - Chief Executive or Finance Officer of the Public Entity

Name

Paul Fortunato

Title/Position

Chair

Email

ctrump@emlaw.com

Alternate Email

N/A

Signature - Preparer (Submitter) of This Form

Name

Jay Moneyhun

Title/Position

Member

Email

jmoneyhun@bassberry.com

Alternate Email

jesi.harrell@bassberry.com

Relationship to Public Entity

Bond Counsel

Organization

Bass, Berry & Sims PLC

Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

Verify Form Accuracy

Date to be Presented at Public Meeting

10/10/2023

Date to be emailed/mailed to members of the governing body

N/A

Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.