

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

Date: December 2, 2024

To: Board of Commissioners

From: Benjamin M. Bentley, Secretary

Subject: **AGENDA**
Board Meeting of the Board of Commissioners
Thursday, December 5, 2024, 5 p.m.
901 N. Broadway Street
Knoxville, TN 37917

1. Call to Order.
2. Approval is requested to execute the minutes for the *regular* meeting held on October 31, 2024. [\(Item 2 Attachment\)](#)
3. Motion to add, delete or postpone agenda items.
4. Reports of officers and special presentations.

NEW BUSINESS

REDEVELOPMENT (Jim Hatfield)

5. Resolution authorizing the negotiation and execution of documents relating to the sale and development of certain real property located at 625 N Broadway and 750 Stone Street. [\(Item 5 Attachment\)](#)
6. Resolution authorizing the execution of a development agreement with Elmington Capital Group, LLC with respect to the development of a project at 303 N Peters Road and authorizing the formation of N Peters GP Corporation and ECG N Peters, LP. [\(Item 6 Attachment\)](#)
7. Resolution regarding American Rescue Plan Act (ARPA) funds to be received from the City of Knoxville. [\(Item 7 Attachment\)](#)
8. Resolution taking official action toward the issuance of multifamily tax-exempt bonds (MBS-secured) (The Peter Apartments) Series 2024A and multifamily housing revenue

bonds (The Peter Apartments) Series 2024B in a total aggregate principal amount not to exceed fifty-five million dollars (\$55,000,000); and authorizing and approving all documents, instrument, actions, and matters necessary or appropriate for, or pertaining to, the issuance, sale and delivery of such bonds. [\(Item 8 Attachment\)](#)

9. A final bond resolution authorizing KCDC to issue up to \$35,000,000 of revenue bonds to support the financing of approximately 121 units of new affordable housing located at 521 and 525 W Fifth Avenue in Knoxville. [\(Item 9 Attachment\)](#)
10. A final bond resolution authorizing KCDC to issue up to \$30,000,000 of revenue bonds to support the financing of approximately 84 units of new affordable housing located at the intersection of Hardin valley Road and Willow Point Way in Knoxville. [\(Item 10 Attachment\)](#)
11. Approval is requested to sell several lots on Texas Avenue to Emerald Youth Foundation for construction of facilities consistent with their mission. [\(Item 11 Attachment\)](#)

EXECUTIVE (Ben Bentley)

12. Resolution relating to tax increment financing for redevelopment projects in the South Waterfront. [\(Item 12 Attachment\)](#)

Unfinished Business
Public Forum
Adjourn

The next agenda review meeting will be held
Tuesday, January 23, 2025 @ 5 p.m.

The next board meeting will be held
Thursday, January 30, 2025 @ 5 p.m.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD MEETING MINUTES

The Board of Commissioners of the Knoxville's Community Development Corporation met on **October 31, 2024** at 901 N. Broadway, Knoxville, Tennessee.

The meeting was called to order and a quorum declared at 5:00 p.m. Those Commissioners present and absent were:

Present: Chair Kimberly Henry
Vice Chair Scott Broyles
Treasurer Felix Harris
Commissioner Robert Whetsel
Commissioner Becky Wade
Commissioner Nadim Jubran

Absent:

Approval to execute the minutes for the *regular* meeting held on September 26, 2024. **Commissioner Wade made the motion to approve the minutes. Commissioner Harris seconded the motion and all other Commissioners present voted "Aye."**

REDEVELOPMENT (Jim Hatfield)

Approval to align Housing Choice Voucher Payment standards and Exception Payment Standards to 2025 Fair market Rents as provided by HUD to include (SAFMR) on December 1, 2024 and months following. **Commissioner Broyles made a motion to approve. Commissioner Harris seconded the motion and all other Commissioners present voted "Aye."**

PUBLIC FORUM

None

With no further business to come before the Board, the meeting adjourned by consent at 5:20 p.m.

Kimberly K. Henry, Chair
ATTEST:

Approved:

Benjamin M. Bentley, Secretary

Approved:

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM 5

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Resolution authorizing the negotiation and execution of agreements pertaining to the sale and redevelopment of real property located at 625 N Broadway and 750 Stone Street also known as the Sanitary Laundry property.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>100</u> Expenditure: \$ <u>N/A</u> Source of Funds: <u>N/A</u>
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____

BACKGROUND

1. What is the objective of this action?

KCDC currently owns the the vacant and underutilized Sanitary Laundry property. McCarty Holsaple Architects of Knoxville has proposed a compelling redevelopment plan for the property that contemplates a comprehensive renovation of the property that will convert it into a multi-tenant mixed use commercial space. This resolution will allow KCDC to sell the property to McCarty or an affiliate in order to allow McCarty to complete the redevelopment of the property subject to a redevelopment agreement governing the terms of the project's scope and timeline, among other things.

2. Why is the action needed now?

McCarty intends to begin work early next year and needs to close on their construction loan and property acquisition in December in order to meet that timeline.

3. Who are the parties involved and what are their roles (if appropriate)?

McCarty, or its affiliate, as purchaser and developer under the PSA and development agreement. KCDC as seller under the PSA and redevelopment agent under the development agreement.

4. What are the long-term and short-term exposures?

None.

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	None.
ATTACHMENTS	Resolution, redevelopment presentation

RESOLUTION NO. 2024-___

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
AUTHORIZING THE NEGOTIATION AND EXECUTION OF
DOCUMENTS RELATING TO THE SALE AND DEVELOPMENT
OF CERTAIN REAL PROPERTY LOCATED AT 625 N.
BROADWAY AND 750 STONE STREET**

WHEREAS, Knoxville's Community Development Corporation ("KCDC") is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the "City") and is duly incorporated pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated; and

WHEREAS, KCDC is authorized to sell real property and to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of a housing authority; and

WHEREAS, KCDC desires to sell certain real property located at 625 N. Broadway and 750 Stone Street, Knoxville, Tennessee (collectively, the "Property") to McCarty Holsaple McCarty Architects, Inc. or an affiliate thereof (the "Purchaser") for a purchase price of \$100, the terms of which shall be set forth in a Real Property Purchase and Sale Agreement between KCDC and the Purchaser (the "Purchase Agreement"); and

WHEREAS, as a condition to selling the Property to the Purchaser, the Purchaser has agreed to redevelop the Property into Class A, multi-tenant commercial space, of which McCarty Holsaple McCarty Architects, Inc. will occupy approximately 17,000 square feet (the "Project"); and

WHEREAS, for the purpose of ensuring the development of the Project in accordance with the KCDC's requirements, KCDC and the Purchaser desire to enter into a Development Agreement which will set forth the obligation of the Purchaser to develop the Project (the "Development Agreement"); and

WHEREAS, the Board of Directors of KCDC desires to authorize the officers of KCDC to negotiate, execute and deliver the Purchase Agreement and the Development Agreement and to convey the Property to the Purchaser in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Knoxville's Community Development Corporation, as follows:

RESOLVED, that the Chairman, Vice Chairman, Secretary, Assistant Secretary and/or any other officer of KCDC (each, an "Authorized Officer"), acting alone or in combination with one another, is/are authorized, empowered and directed (i) to negotiate and execute, and, if requested, the Secretary is authorized to attest, and any such officer of KCDC is authorized to deliver to the other parties thereto, the Purchase Agreement, the deed of transfer described therein, the Development Agreement, and any and all other instruments, documents and agreements deemed necessary or desirable by the Authorized Officer in order to evidence and document the sale of the Property and the development of the Project described therein properly in accordance with the requirements of KCDC, including without limitation assignments, certificates, affidavits, a subordination agreement with any lender to the Purchaser, and any other instruments of any kind or nature whatsoever, all in the form approved by the Authorized Officers executing same, the execution of same by such Authorized Officers to constitute conclusive evidence of the approval of same, and (ii) take from time to time any other actions deemed necessary or desirable by the Authorized Officers to effect the transactions described above and to evidence the Purchase Agreement and Development Agreement properly in accordance with the requirements of KCDC; and

RESOLVED, that it is in the best interest of KCDC to sell the Property and provide for the development of the Project; and, further

RESOLVED, that any and all other actions heretofore taken on behalf of KCDC by the Authorized Officers to negotiate, execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the Authorized Officers that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved this 5th day of December, 2024.

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Secretary

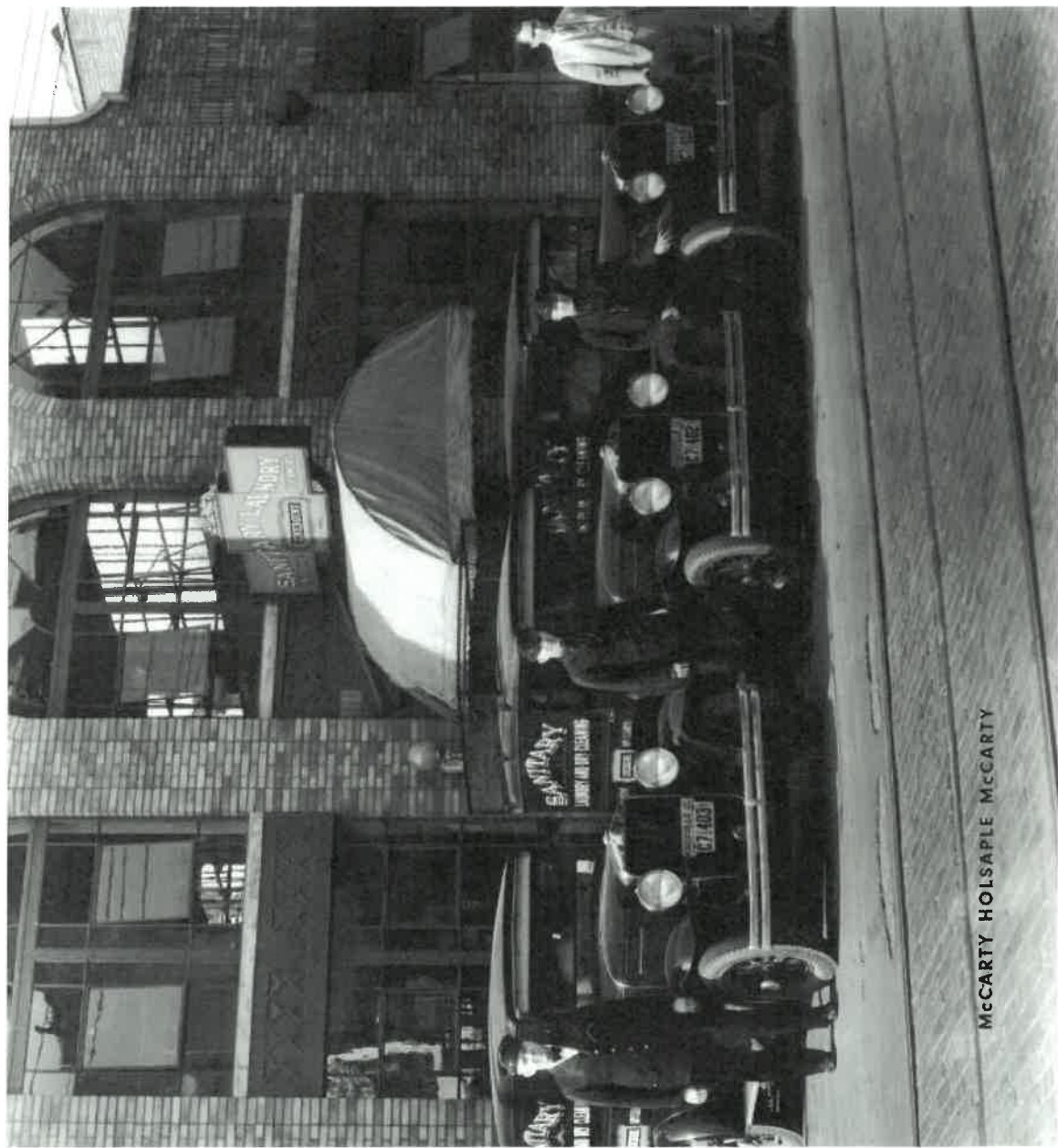
625 N BROADWAY

MHM OFFICE

DESIGN PROCESS
AUGUST 6, 2024

PROJECT GOALS, COMPANY VALUES.

- **LEADERSHIP**
BE A NEIGHBORHOOD CATALYST
- **SUSTAINABILITY**
BROWNFIELD REUSE SITE
- **INNOVATION**
TARGET NET ZERO
- **EXCELLENCE**
HIGH QUALITY RENOVATION
- **COMMUNITY**
ENRICH URBAN FABRIC



MCCARTY HOLSAPLE MCCARTY

1925



Sanitary Laundry Opens

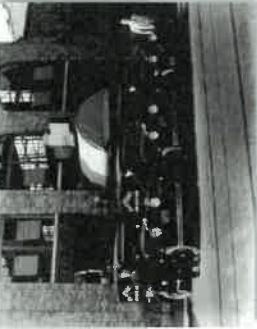


2014



2015

The Sanitary Laundry Building is added to the city's Fragile 15 list.



Operating

The Sanitary Laundry Building operates as a full service commercial laundromat, offering state-of-the-art laundering technology.

1925 - 1993

2025



City takes ownership

The City of Knoxville takes ownership of the delapidated laundry building. Environmental strategies including a full abatement strategy are started.

2023



MHM begins design

Design begins on the 625 N Broadway, a new home for MHM.

MHM's Office Opens

[100-Year Anniversary of Sanitary Laundry Building]

+

[60-Year Anniversary of MHM]

CONCEPT / NARRATIVE

— place-making

Located in a historic district on the edges of downtown Knoxville, this 100 year old building will become a new home for MHM. Place-making is layered, from the community to individuals. By embracing the historic building's textured and layered history, coupled with the challenges that come with redeveloping a brownfield site, a new chapter will begin for this long forgotten relic.

— location

— history

— community

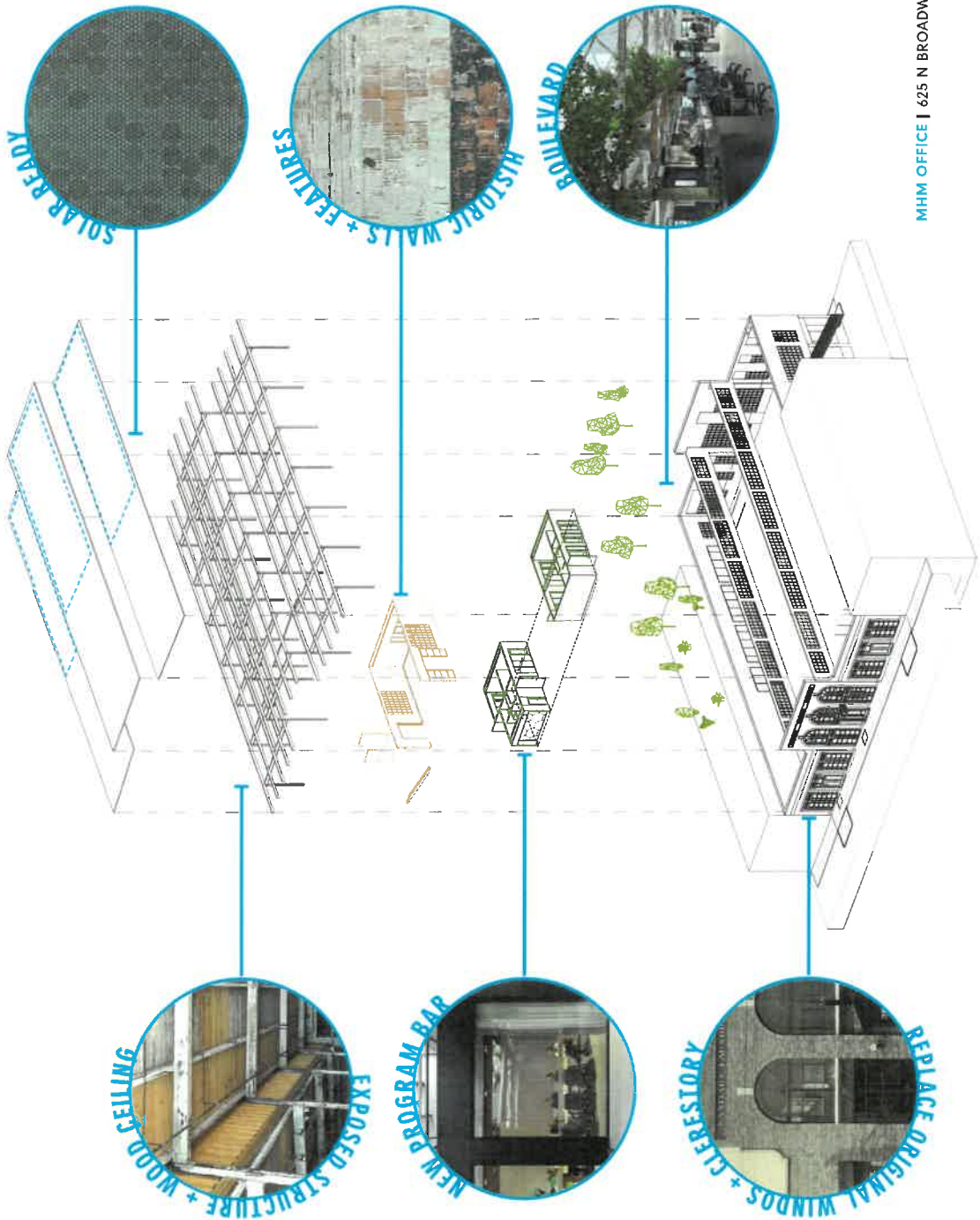
— land

— firm

— individual



CONCEPT / PART I

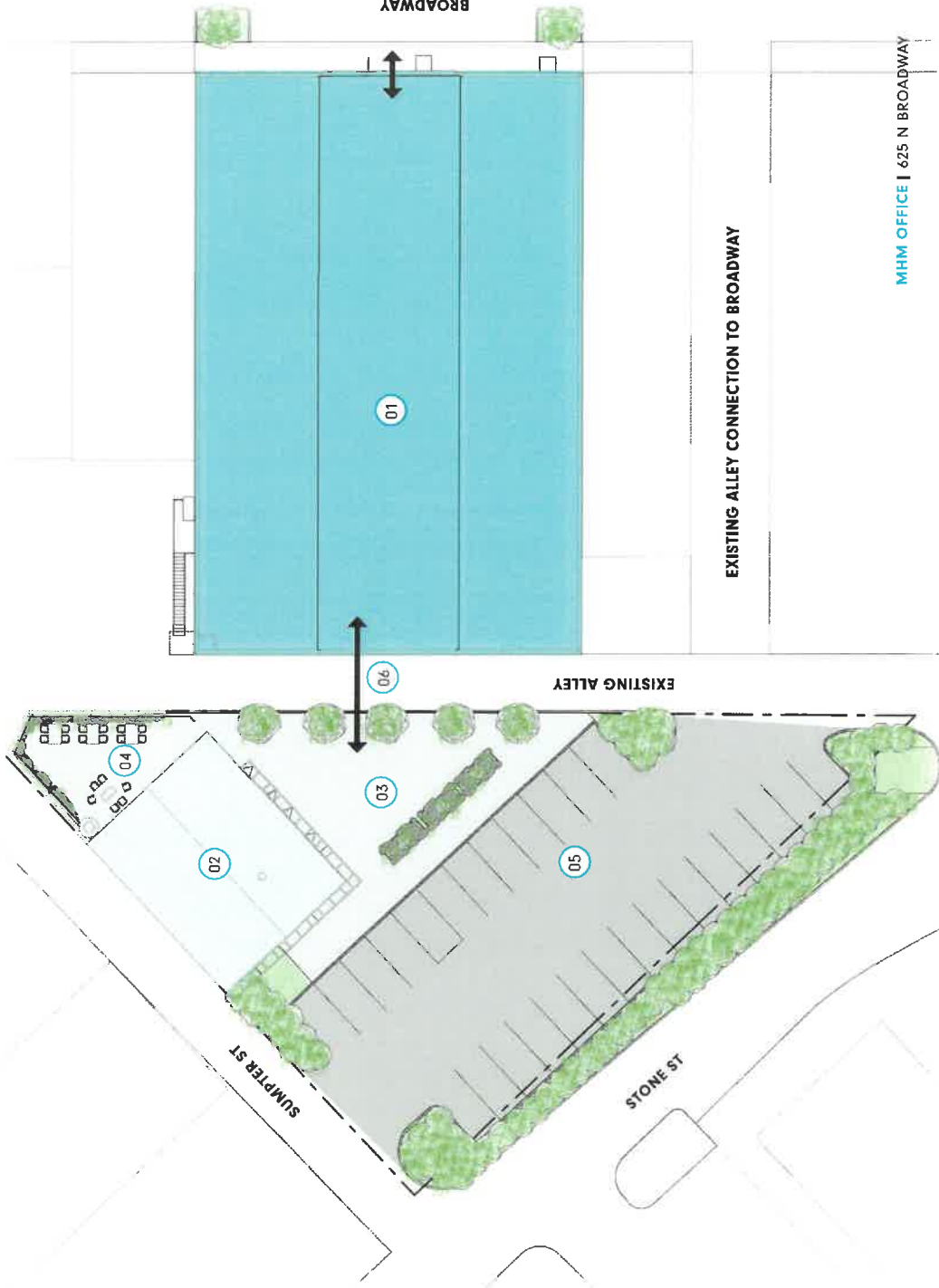


MHM OFFICE | 625 N BROADWAY

McCARTY HOLSAPLE McCARTY

**SITE PLAN
LEVEL 00**

- 01 SANITARY LAUNDRY BUILDING
- 02 BAR MARLEY BUILDING / OPEN-AIR PAVILION
- 03 COURTYARD - OPEN
- 04 COURTYARD - PRIVATE
- 05 PARKING W/ FUTURE CANOPY + CHARGING STATIONS
- 06 CONNECTION TO LOWER LEVEL

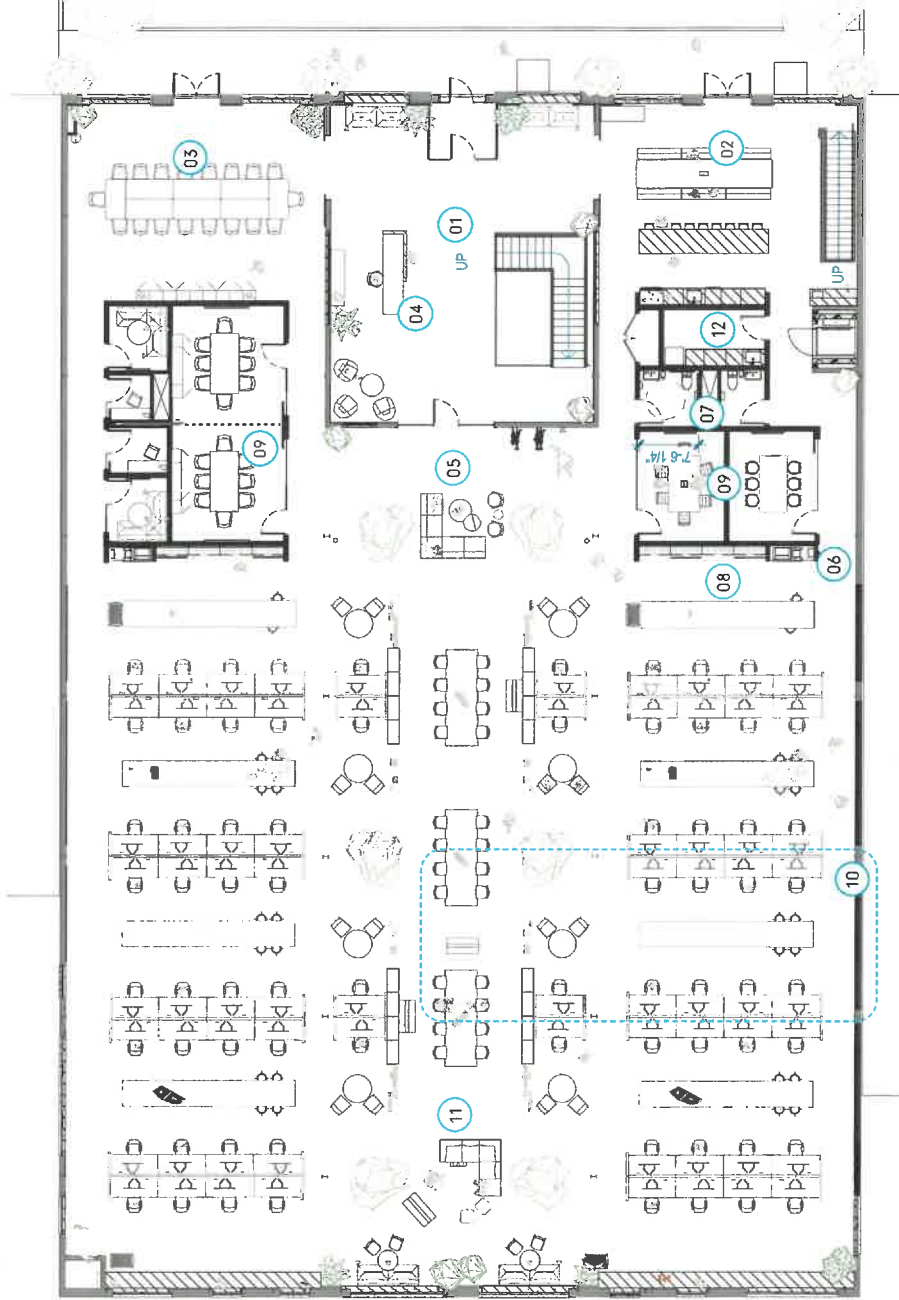


MCCARTY HOLSAPLE McCARTY

MHM OFFICE | 625 N BROADWAY

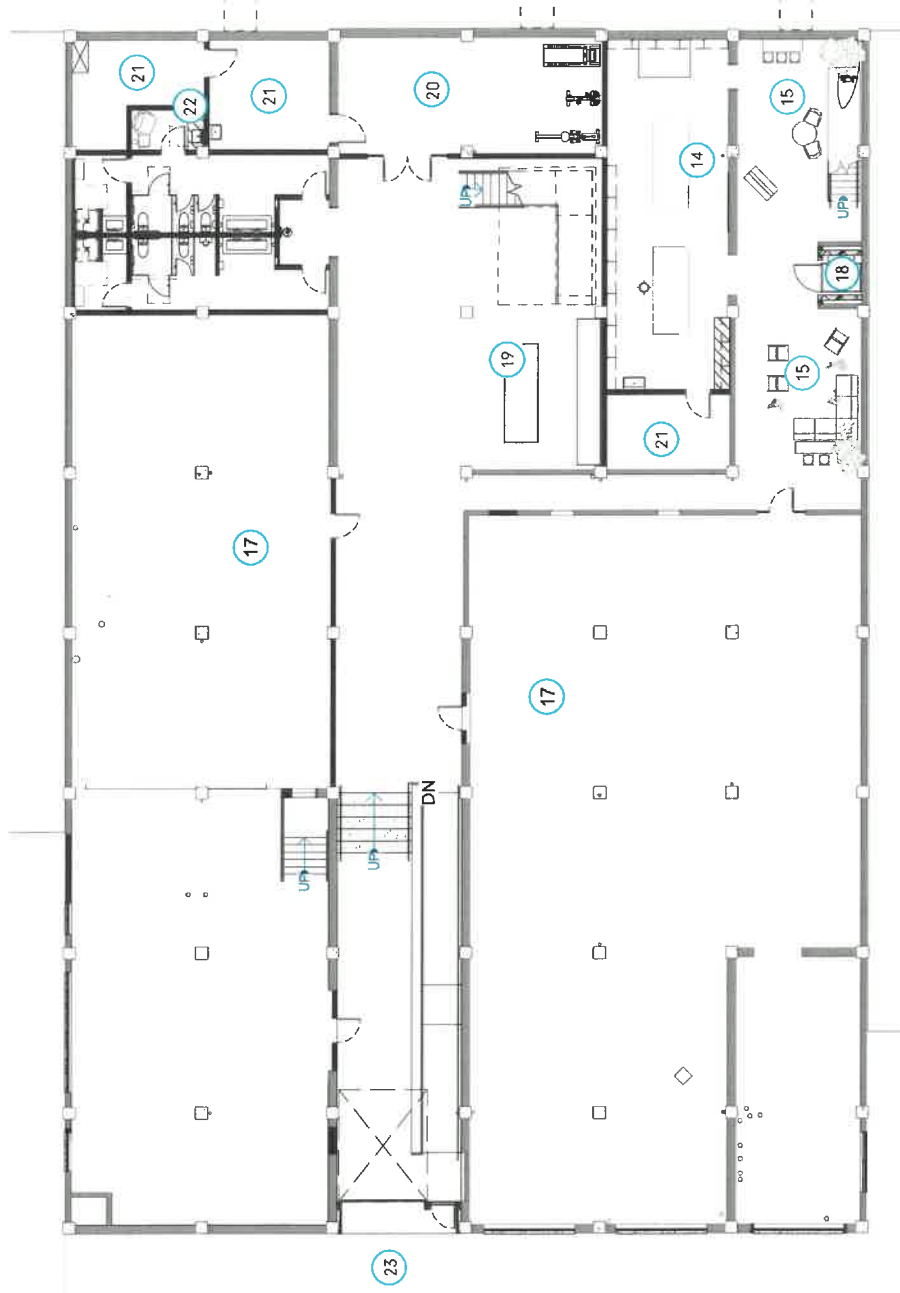
FLOOR PLAN LEVEL 01

- 01 BUILDING LOBBY (COURTYARD)
- 02 COMMUNAL CAFE
- 03 COMMUNAL MEETING SPACE
- 04 RECEPTION
- 05 BOULEVARD
- 06 PRINT/COPY/STORAGE
- 07 RESTROOMS
- 08 MATERIAL LIBRARY
- 09 MEETING ROOMS
- 10 PIN UP / COLLAB
- 11 OPEN COLLAB
- 12 PANTRY



FLOOR PLAN LEVEL 00

- 14 WORKROOM / MODEL SHOP
- 15 FLEX LOUNGE
- 16 RESTROOMS
- 17 FUTURE TENANT
- 18 LIFT
- 19 FUTURE SHARED BREAK AREA
- 20 FITNESS
- 21 MECH/ELEC/RISER
- 22 MOTHER'S ROOM
- 23 CONNECTION TO PARKING + COURTYARD



EXTERIOR / BEFORE



McCARTY HOLSAPLE McCARTY

MMH OFFICE | 625 N BROADWAY

EXTERIOR / ENTRY



McCARTY HOLSAPLE McCARTY

www.jshale | 695 N BROADWAY



BEFORE

MIHM OFFICE



INTERIOR LOBBY

MCCARTY HOLSAPLE MCCARTY

MILAM OFFICE | 365 N BROADWAY



INTERIOR / BEFORE

MJLM GROUPS | 675 N BROADWAY

MCCARTY HOLSAPLE MCCARTY



INTERIOR / CAFE

MAISON DISTRICT

MCCARTY HOLSAPLE MCCARTY



BEFORE

McCARTY HOLSAPLE McCARTY

MBM OFFICE | 625 N BROADWAY



INTERIORS GALLERY + MEET

MCCARTY HOLSAPLE MCCARTY

MHM OFFICE | 625 N BROADWAY



INTERIOR BEFORE

MHM OFFICE 10 N BROADWAY

MCCARTY

MC



INTERIOR BOULEVARD

MINI-OFFICE | 625 N BROADWAY

BY HOLSAPLE McCARTY



INTERIOR / STUDIO

MM OFFICE | 625 N BROADWAY

MCCARTY HOLSAPLE MCCARTY



INTERIOR / LIBRARY

MCCARTY HOLSAPLE MCCARTY

MHM OFFICE | 625 N BROADWAY



INTERIOR / HISTORIC WALLS

MCCARTY HOLSBLE MCCARTY

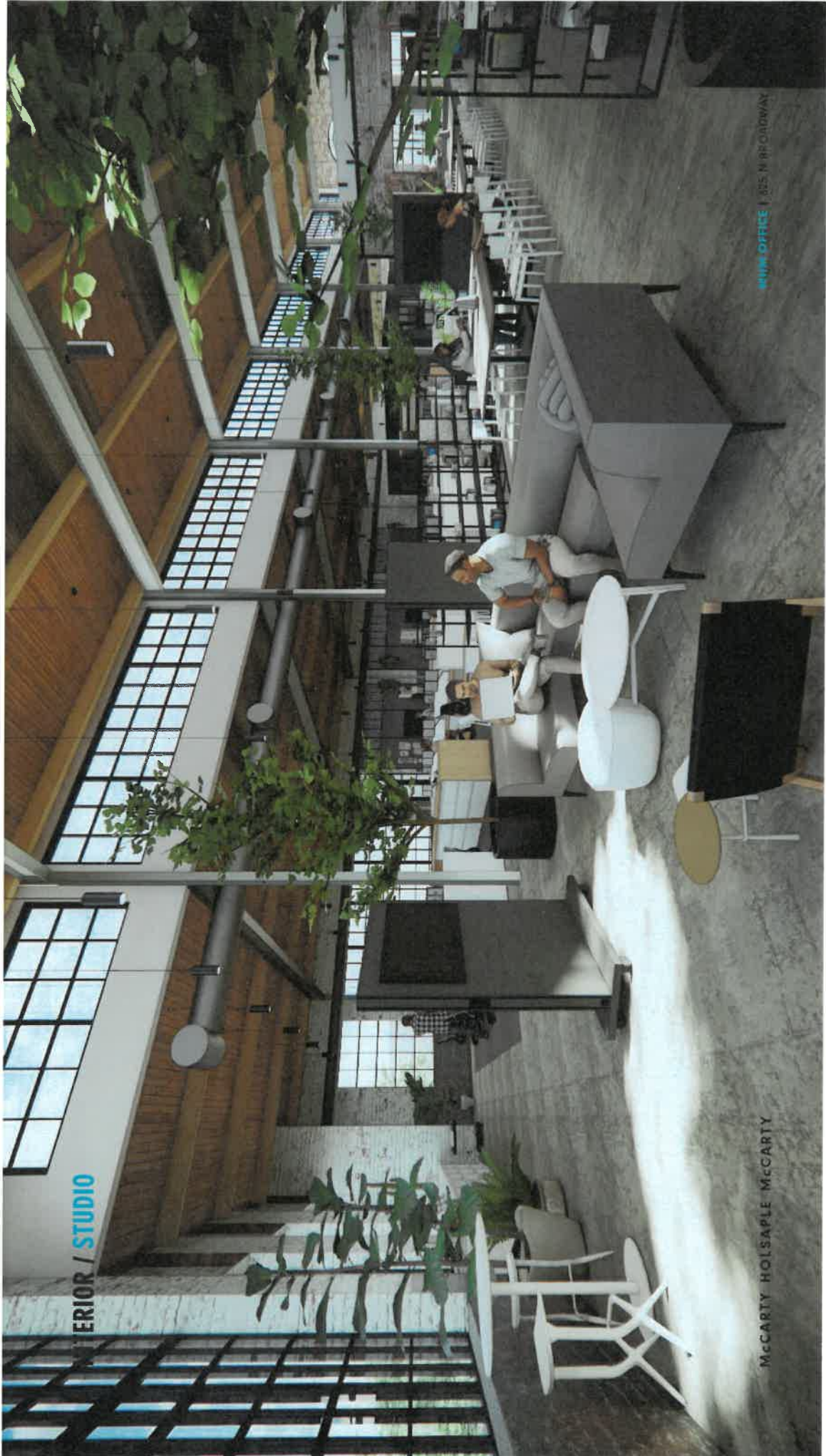
41111 COLLEGE | 625 N BRIDGEWAY

INTERIOR / HISTORIC WALLS



MCCARTY HOLSAPLE MCCARTY

MAKING OFFICE | 625-N BROADWAY

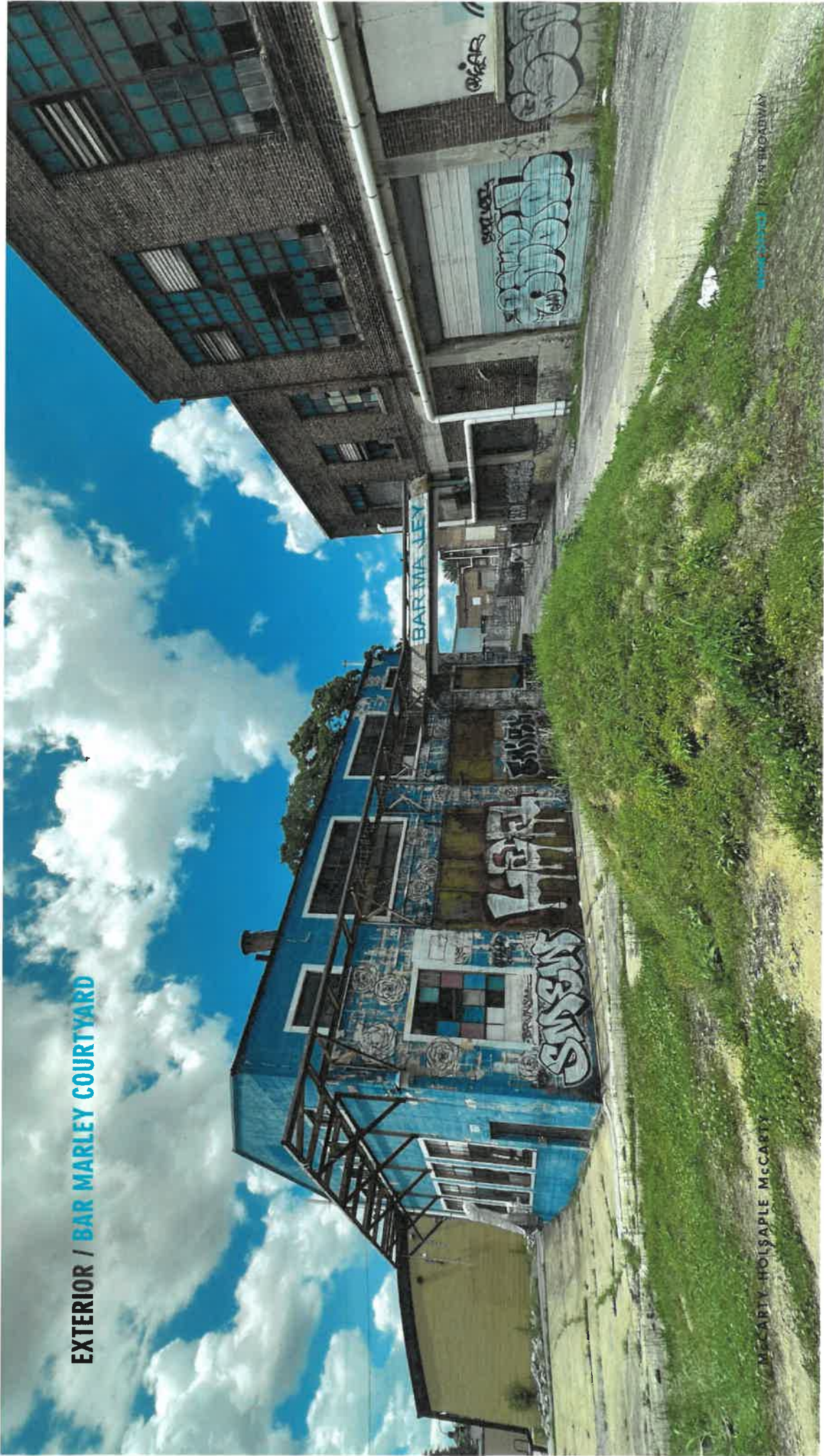


ERIOR / STUDIO

MCCARTY HOLSAPLE MCCARTY

MAIN OFFICE | 825 N. BROADWAY

EXTERIOR / BAR MARLEY COURTYARD



MCCARTY HOLZAPLE MCCARTY

1775 N BROADWAY



MHM









KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM 6

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Resolution authorizing the execution of a development agreement with Elmington Capital in connection with a proposed affordable housing development located at 303 N Peters Road, Knoxville as well as the formation of the general partner and owner entity of the project.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: <u>N/A</u>
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? Elmington Capital is expected to obtain a MTEB allocation prior to end of the year and close on that bond allocation and land acquisition before 12/31. The resolution authorizes the necessary formation of the project entities as well as the execution of the form development agreement we have with Elmington Capital.</p>	
<p>2. Why is the action needed now? Allocations of MTEB need to be closed on in the year they are awarded and in order to take advantage of the remaining 2024 bond funds, the closing needs to occur this month.</p>	
<p>3. Who are the parties involved and what are their roles (if appropriate)? KCDC parent of the GP entity for the project, N Peters GP Corporation, and counter party to the development agreement with Elmington.</p>	
<p>4. What are the long-term and short-term exposures? None. This deal will be structured in a manner that is consistent with previous Elmington deals where Elmington provides completion and repayment guarantees / obligations.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	None.
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT WITH ELMINGTON CAPITAL GROUP, LLC WITH
RESPECT TO THE DEVELOPMENT OF A PROJECT AT 303 N
PETERS ROAD, AND AUTHORIZING THE FORMATION OF
N PETERS GP CORPORATION AND ECG N PETERS, LP**

WHEREAS, Knoxville's Community Development Corporation ("KCDC") is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the "Municipality") and is duly incorporated pursuant to Sections 13-20-101 *et seq.*, Tennessee Code Annotated; and

WHEREAS, pursuant to Tenn. Code Ann. § 13-20-104(a)(6), housing and redevelopment authorities in Tennessee are authorized to own, operate, assist, or otherwise participate in (directly or through a partnership, a limited liability company, or other entity in which the authority, or an entity affiliated with an authority, is a general partner, managing member, or otherwise participates in the activities of the entity) one (1) or more mixed-finance projects (including projects financially assisted by low-income housing tax credits); and

WHEREAS, pursuant to Tenn. Code Ann. § 13-20-104(b), housing and redevelopment authorities in Tennessee are authorized to cause the formation of corporations; and

WHEREAS, Elmington Capital Group, LLC (the "Developer") has requested KCDC's assistance in the development of a low and moderate income housing facility on real property located at 303 N. Peters Road in Knoxville, Tennessee (collectively, the "Property"); and

WHEREAS, in exchange for KCDC's assistance in planning and implementing the development of affordable housing on the Property, the Developer has proposed to pay twenty percent (20%) of the development fee and cash flow resulting from the development of the Property to KCDC or an affiliate of KCDC; and

WHEREAS, the Board desires to authorize the officers of KCDC to execute a Development Agreement (the "Development Agreement") with the Developer including the terms described above and such other terms as are deemed necessary and appropriate by the officers of KCDC and counsel to the Board; and

WHEREAS, for the purpose of facilitating financing and development of the Property, KCDC desires to form a corporation known as N Peters GP Corporation (the "Corporation"); and

WHEREAS, the Board desires to approve and authorize such documentation as is necessary for KCDC to form the Corporation (the "Corporate Documents"), including, but not limited to, the charter (the "Charter") and bylaws (the "Bylaws") of the Corporation, drafts of which have been submitted to KCDC and shall be filed with the records of KCDC; and

WHEREAS, as set forth in the Charter submitted to KCDC, KCDC desires to appoint its Chairman, Vice-Chairman and Treasurer as the initial Board of Directors of the Corporation; and

WHEREAS, for the purpose of facilitating financing and development of the Property, KCDC and the Developer desire to form a limited partnership known as ECG N Peters, LP (the "Limited Partnership"); and

WHEREAS, the Board desires to approve and authorize the execution of such documentation as is necessary for KCDC to form the Limited Partnership (the "Partnership Documents"), including but not limited to, a limited partnership agreement (the "Limited Partnership Agreement") and a certificate of limited partnership (the "Certificate of Limited Partnership"), drafts of which have been submitted to KCDC and shall be filed with the records of KCDC.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION:

RESOLVED, that the Chairman, Vice Chairman, Secretary, Assistant Secretary and/or any other officer of KCDC, acting alone or in combination with one another (individually and collectively the "Authorized Officers"), is/are authorized and empowered to execute the Development Agreement; and, further

RESOLVED, that the Development Agreement shall be similar to the form submitted, which is hereby approved, with such completions, omissions, insertions and changes as may be approved by counsel to the Board and the officers executing it, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes; and, further

RESOLVED, that the Authorized Officers, acting alone or in combination with one another, are authorized and empowered to execute and cause to be filed or recorded, as applicable, any and all other instruments, documents and agreements deemed necessary or desirable by the Authorized Officers in order to carry out KCDC's obligations under the Development Agreement; and, further

RESOLVED, that it is in the best interest of KCDC to enter into the Development Agreement; and, further,

RESOLVED, that the Authorized Officers, acting alone or in combination with one another, are authorized and empowered to execute and cause to be filed or recorded, as applicable, the Charter, the Bylaws, the Limited Partnership Agreement and the Certificate of Limited Partnership; and, further

RESOLVED, that the Charter, the Bylaws, the Limited Partnership Agreement and the Certificate of Limited Partnership 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 completions, omissions, insertions and changes; and, further

RESOLVED, that the Authorized Officers, acting alone or in combination with one another, are authorized and empowered to execute and cause to be filed or recorded, as applicable, any and all other instruments, documents and agreements deemed necessary or desirable by the Authorized Officers in order to form the Corporation and the Limited Partnership, all in the form approved by the Authorized Officers executing same, the execution of same by such Authorized Officers to constitute conclusive evidence of the approval of same; and, further

RESOLVED, that it is in the best interest of KCDC to enter into, file and/or record the Corporate Documents and the Partnership Documents with respect to the development of the Property; and, further,

RESOLVED, that any and all other actions heretofore taken on behalf of KCDC by the Authorized Officers to execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the Authorized Officers that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

BE IT THEREFORE RESOLVED that this Resolution shall be effective this 5th day of December, 2024.

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Secretary

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM 7

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Resolution authorizing the receipt of \$2,270,000 of ARPA funds from COK to KCDC and for a capital contribution in the same amount from KCDC to Fifth Avenue GP Corporation.
SUBMITTED BY	Name, Title / Department: James Hatfield, VP Development
MEETING TYPE	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ 2,270,000 Expenditure: \$ 2,270,000 Source of Funds: COK SLFRF Funds
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: BBS Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? COK received Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) from the United States Treasury. On 11/12, Knoxville's City Council approved the transfer of \$2.27M of those funds to KCDC to support the development of affordable housing. This resolution authorizes the receipt of the funds by KCDC. KCDC then intends to transfer those funds to the KCDC-controlled GP entity of a new affordable housing residential development located at 521 and 525 Fifth Avenue in Knoxville in order to lend them to the project owner for the purposes of funding a portion of the project costs.</p> <p>2. Why is the action needed now? These funds need to be committed by COK by the end of the year. The Fifth Ave project is anticipating closing on the land and bonds before the end of the calendar year.</p> <p>3. Who are the parties involved and what are their roles (if appropriate)? KCDC as recipient of grant funds. Fifth Ave GP Corporation as the project's general partner and subrecipient of grant funds and lender to LP.</p> <p>4. What are the long-term and short-term exposures? None. KCDC will pass these funds from COK to the GP who will lend them into the project as typically done on other LIHTC deals that include grant funds.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	None.
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-___

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S
COMMUNITY DEVELOPMENT CORPORATION REGARDING AMERICAN
RESCUE PLAN ACT FUNDS TO BE RECEIVED FROM THE CITY OF KNOXVILLE**

WHEREAS, the Board of Commissioners (the "Board") of Knoxville's Community Development Corporation ("KCDC") has met pursuant to proper notice; and

WHEREAS, KCDC is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the "City") and is duly incorporated pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated; and

WHEREAS, the City of Knoxville, Tennessee (the "City") has received a grant of Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") from the United States Treasury; and

WHEREAS, the City Council of the City has authorized the City to disburse \$2,270,000 of SLFRF (the "ARPA Funds") to KCDC to support the development of affordable housing pursuant to the terms of an Agreement Between the City of Knoxville and Knoxville's Community Development Corporation Regarding Disbursement of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (the "Grant Agreement"); and

WHEREAS, the Board desires to approve the Grant Agreement, the form of which has been submitted to the Board, and to authorize KCDC to accept receipt of the ARPA Funds from the City; and

WHEREAS, to promote the development of affordable housing in the City as required by the Grant Agreement, the Board has determined to commit the ARPA Funds to support the development of a multifamily affordable housing project to be located at approximately 521 and 525 Fifth Avenue in Knoxville, to be known as 525 Flats (the "Project"); and

WHEREAS, to facilitate the delivery of the ARPA Funds to the Project, the Board has determined to authorize KCDC to make a \$2,270,000 capital contribution to Fifth Ave GP Corporation (the "General Partner"), which is an instrumentality of KCDC and the general partner of DGA Fifth Ave LP, a limited partnership formed to own the Project (the "Partnership"); and

WHEREAS, the General Partner will loan the proceeds of the ARPA Funds to the Partnership to assist with the cost of developing the project, including property acquisition and other development costs.

NOW, THEREFORE, BE, AND IT IS HEREBY, RESOLVED, that the Grant Agreement is hereby approved in the form submitted, 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 completions, omissions, insertions and changes; and, further

RESOLVED, that KCDC is hereby authorized to accept receipt of the ARPA Funds from the City; and, further

RESOLVED, that KCDC is hereby authorized to make a capital contribution to Fifth Ave GP Corporation, an instrumentality of KCDC, in an amount not to exceed \$2,270,000, the source of which shall be the ARPA Funds received from the City pursuant to the Grant Agreement; and, further

RESOLVED, that that the Chairman, Vice Chairman, Secretary, Assistant Secretary and/or any other officer of KCDC (each, an "Authorized Officer"), acting alone or in combination with one another, is/are hereby authorized, empowered and directed to execute, and, where requested, the Secretary or Assistant Secretary is authorized to attest, and any Authorized Officer is authorized to deliver to the other parties thereto, the Grant Agreement and any and all other instruments, documents and agreements deemed necessary or desirable by KCDC to effect the transactions described above, all in the form approved by the Authorized Officers executing same, the execution of same by such Authorized Officers to constitute conclusive evidence of the approval of same; and, further

RESOLVED, that the Authorized Officers are hereby authorized and directed to take from time to time any other actions deemed necessary or desirable by the Authorized Officers to effect the transactions described above; and, further

RESOLVED, that it is in the best interest of KCDC to undertake the transactions described herein; and, further

RESOLVED, that any and all other actions heretofore taken on behalf of KCDC by the Authorized Officers to execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions or any amendments thereto, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the Authorized Officers that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved at a meeting of the Board of Commissioners held this 5th day of December, 2024.

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Secretary

46041324.1

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM 8

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	A final bond resolution authorizing KCDC to issue up to \$55,000,000 of revenue bonds to support the financing of approximately 140-190 units of new affordable housing located at 303 N Peters Road in Knoxville.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: No funds committed with bond issuance.
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? This resolution authorizes KCDC to issue and sell revenue bonds in an amount up to \$55,000,000 as well as enter into various, customary agreements including but not limited to a bond purchase agreement, trust indenture, loan agreement and land use restriction agreement.</p>	
<p>2. Why is the action needed now? Closing of the N Peters bonds is expected in December and execution of this resolution is needed in advance of closing.</p>	
<p>3. Who are the parties involved and what are their roles (if appropriate)? Elmington Capital as KCDC's ownership partner and project developer.</p>	
<p>4. What are the long-term and short-term exposures? Bonds being issued are not general obligation of KCDC.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	None
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-___

RESOLUTION TAKING OFFICIAL ACTION TOWARD THE ISSUANCE BY KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION OF ITS MULTIFAMILY TAX-EXEMPT BONDS (MBS-SECURED) (THE PETER APARTMENTS) SERIES 2024A AND MULTIFAMILY HOUSING REVENUE BONDS (THE PETER APARTMENTS) SERIES 2024B, IN A TOTAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FIFTY-FIVE MILLION DOLLARS (\$55,000,000); AND AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS, AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE, AND DELIVERY OF SUCH BONDS

WHEREAS, Knoxville's Community Development Corporation (the "Issuer"), is a public nonprofit corporation and instrumentality of the City of Knoxville, Tennessee, organized and existing under, and by virtue of the provisions of the Tennessee Housing Authorities Law, Tenn. Code Ann. §§ 13-20-101, et seq., as amended (the "Act");

WHEREAS, pursuant to the laws of the State of Tennessee (the "State"), particularly the Act, the Issuer is authorized to carry out the public purposes described in the Act by issuance of its revenue bonds to provide funds for the financing of the acquisition, construction and equipping of multifamily housing facilities located in the City of Knoxville, Tennessee (the "City") and Knox County, Tennessee (the "County");

WHEREAS, ECG N Peters, LP, a Tennessee limited partnership (the "Borrower"), has requested the Issuer to issue not to exceed \$55,000,000 in total aggregate principal amount of its multifamily housing revenue bonds, including its Multifamily Tax-Exempt Bonds (MBS-Secured) (The Peter Apartments) Series 2024A (the "Series A Bonds") and Multifamily Housing Revenue Bonds (The Peter Apartments) Series 2024B (the "Series B Bonds" and together with the Series A Bonds, the "Bonds") and to lend the proceeds of the sale of the Bonds to finance (i) the acquisition, construction and equipping of a 189-unit multifamily housing facility located at 303 N Peters Road, Knoxville, Knox County, Tennessee (the "Project") and (ii) to pay issuance costs if needed;

WHEREAS, the Issuer desires to definitively authorize and approve, the issuance, execution, sale, and delivery of the Bonds to be dated as of the date of issuance and delivery, or such other date as may be determined by the officers of the Board of Commissioners of the Issuer (the "Board") executing the Bonds, in an aggregate principal amount not to exceed Fifty-Five Million Dollars (\$55,000,000) to be allocated between the two series of Bonds, or such lesser aggregate amount as may be determined by the officers of the Issuer executing the Bonds;

WHEREAS, the Issuer hereby determines that the issuance of the Bonds, and the loan of the proceeds thereof to the Borrower for the above purposes, will be in accordance with the provisions, and will further the purposes and the policies of the Act;

WHEREAS, in order to obtain funds to finance and carry out the foregoing, the Issuer will issue the Bonds pursuant to the terms of an Indenture of Trust, to be dated as of December 1, 2024, or such later date (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, as Trustee (the "Trustee");

WHEREAS, contemporaneously with the execution of the Bonds, the Issuer, the Trustee and the Borrower will enter into a Financing Agreement (the "Financing Agreement"), of even date with the Indenture, specifying the terms and conditions pursuant to which the Issuer will loan the proceeds of the sale of the Bonds to the Borrower for the purposes set forth above;

WHEREAS, to further evidence its obligations under the Financing Agreement, the Borrower will execute Bond Loan Notes of even date with the Bonds (the "Bond Loan Notes") in the original principal amount equal to the aggregate principal amount of the Bonds as issued;

WHEREAS, the principal of, and the premium, if any, and interest on, the Bonds will be payable solely and exclusively from payments to be made by the Borrower under the provisions of the Financing Agreement and the Bond Loan Notes;

WHEREAS, the Borrower has proposed that the Bonds be sold to Stifel, Nicolaus & Company, Incorporated (the "Underwriter") under the terms of a Bond Purchase Agreement, among the Issuer, the Underwriter and the Borrower (the "Bond Purchase Agreement");

WHEREAS, in consideration for the Underwriter's purchase of the Bonds, and as further security for the payment of the principal and the interest on the Bonds, the Issuer will assign to the Trustee, pursuant to the Indenture, all of the right, title, and interest of the Issuer (excepting only certain rights as specified in such Indenture) in and to the Financing Agreement and the Bond Loan Notes;

WHEREAS, at least 40% of the units in the Project will be set aside for persons of low income (having income less than 60% of the median area income) pursuant to a Land Use Restriction Agreement by and among the Issuer, the Trustee and the Borrower, dated as of the date of the Indenture (the "Land Use Restriction Agreement");

WHEREAS, it is proposed that in order to accomplish the issuance, sale and delivery of the Bonds and properly to secure the payment of the principal thereof and redemption premium (if any) and interest thereon, the Issuer should authorize the issuance and sale of the Bonds and the execution and delivery of the documents hereinabove referred to;

WHEREAS, the following documents have been presented to the Issuer for approval in connection with the issuance, sale, and delivery of the Bonds:

- (1) The proposed form of the Indenture;
- (2) The proposed form of the Financing Agreement;
- (3) The proposed form of the Bonds;

- (4) The proposed form of the Bond Loan Notes;
- (5) The proposed form of the Bond Purchase Agreement;
- (6) The proposed form of the Land Use Restriction Agreement; and
- (7) The Preliminary Official Statement (the "Preliminary Official Statement"), providing certain information with respect to the Bonds; and

WHEREAS, it appears to the Issuer that all of such documents are in due form and that the execution, delivery, and implementation thereof, and the execution, issuance, and delivery of the Bonds, will facilitate and further the purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. Findings with Respect to the Bonds. The Issuer hereby finds that the issuance of the Bonds will contribute to the general welfare, prosperity, health, education and living conditions of the people of the State.

Section 2. Authorization of the Issuance of the Bonds. Under and pursuant to the provisions of the Act, the Issuer hereby authorizes the execution, issuance, sale, and delivery of the Bonds to the Underwriter in consideration of payment therefor in accordance with the provisions of the Bond Purchase Agreement, the proceeds of the sale thereof to be used for the purposes specified in the preamble hereto.

Section 3. Approval of the Financing Agreement. The form, content, and provisions of the Financing Agreement, as presented to this meeting of the Board, are in all particulars approved, and the Chair and Vice Chair, or either of them, are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Financing Agreement in the name, and on behalf, of the Issuer.

The Financing Agreement is to be in substantially the form now before this meeting of the Board, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Financing Agreement, to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Financing Agreement, as executed and delivered.

Section 4. Approval of the Indenture. The form, content, and provisions of the Indenture, as presented to this meeting of the Board, are in all particulars approved, and the Chair and Vice Chair, or either of them, are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Indenture in the name, and on behalf, of the Issuer.

The Indenture is to be in substantially the form now before this meeting of the Board, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Indenture, to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Indenture, as executed and delivered.

Section 5. Approval of the Bonds. The form, content, and provisions of the Bonds, as presented to this meeting of the Board, subject to appropriate insertions and revisions, are in all particulars hereby approved, and the Chair and Vice Chair, or either of them, are hereby authorized, empowered, and directed to execute, attest, and deliver to the Underwriter, the Bonds in consideration of payment therefor in the name and on behalf of the Issuer, such Bonds to be in substantially the form now before this meeting of the Board, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions and, when the Bonds shall be executed, attested, and delivered in the manner contemplated herein, such signatures constituting conclusive approval of the final form of the Bonds.

Section 6. Approval of the Bond Purchase Agreement; Sale of Bonds. The form, content, and provisions of the Bond Purchase Agreement, as presented to this meeting of the Board, are in all particulars approved, and the Chair and Vice Chair, or either of them, are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Bond Purchase Agreement in the name, and on behalf, of the Issuer.

The Bond Purchase Agreement is to be in substantially the form now before this meeting of the Board, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Bond Purchase Agreement to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Purchase Agreement, as executed and delivered.

Section 7. Approval of the Land Use Restriction Agreement. The form, content, and provisions of the Land Use Restriction Agreement, as presented to this meeting of the Board, are in all particulars approved, and the Chair and Vice Chair, or either of them, are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Land Use Restriction Agreement in the name, and on behalf, of the Issuer.

The Land Use Restriction Agreement is to be in substantially the form now before this meeting of the Board, or with such changes therein as shall be approved by the officers of the

Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Land Use Restriction Agreement to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said the Land Use Restriction Agreement, as executed and delivered.

Section 8. Approval of the Bond Loan Notes. The form, content and provisions of the proposed Bond Loan Notes, as presented to this meeting of the Issuer, are in all particulars approved.

Section 9. Approval of Preliminary Official Statement and Official Statement. The form of the Preliminary Official Statement in connection with the issuance and sale of the Bonds as presented to this meeting of the Issuer is hereby approved. The Preliminary Official Statement is hereby "deemed final" by the Issuer within the meaning of Rule 15c2-12 of the Securities Exchange Commission. The Official Statement shall be in substantially the same form as the Preliminary Official Statement presented to this meeting, with the insertion of such information as shall be necessary to reflect the sale of the Bonds on the terms herein authorized.

The officers of the Issuer are hereby authorized, empowered, and directed to do all acts and things, and execute all documents, as may be necessary or convenient to further the preparation and circulation of the Preliminary Official Statement and final Official Statement and the marketing, remarketing and selling of the Bonds, including, without limitation, the allocations and/or reallocations between the Series A Bonds and the Series B Bonds.

Section 10. Official Intent to Reimburse Expenditures. The Issuer makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended, and based upon the representations of the Borrower:

10.1 The Borrower reasonably expects to reimburse itself for the Project expenditures with proceeds of the Bonds.

10.2 The maximum principal amount of debt expected to be issued for the reimbursement purposes described herein is not to exceed \$55,000,000.

10.3 Reimbursement of the expenditures described in (a) above with the proceeds of the borrowing described herein will occur not earlier than the date on which the expenditure is paid and not later than the later of (1) the date that is 18 months after the date on which the expenditure is paid, or (2) the date on which the Project is placed in service or abandoned (but in no case more than 3 years after the day on which the expenditure is paid).

10.4 The expenditures described in (a) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1, which are any costs of a type which are properly

chargeable to a capital account (or would be so chargeable with a proper election) under general Federal income tax principles (as determined at the time the expenditure is paid).

Section 11. Miscellaneous Acts. The officers of the Issuer as set forth above are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, for the authorization, issuance, and delivery by the Issuer of the Bonds.

Section 12. Limited Obligation and Liability. 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.

Neither the City, County nor the State, 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 City, County, State 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 or otherwise for, directly or indirectly, the payment for, or to, the Issuer or any receiver thereof, or for, or to, the owner 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.

Section 13. Compliance with Open Meeting Requirements. It is found and determined that all formal actions of the Issuer concerning and relating to the adoption of this Resolution

were adopted in an open meeting of the Issuer, and that all deliberations of the Issuer that resulted in those formal actions were in meetings open to the public pursuant to the requirements of Sections 8-44-101 et seq. and Section 48-101-307(h), Tennessee Code Annotated, as amended.

Section 14. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 15. Partial Invalidity. If any one or more of the provisions of this Resolution shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, but this Resolution shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 16. Scrivener's Errors. In the event any scrivener's errors shall be discovered in this Resolution after the adoption hereof but prior to the consummation of the transactions contemplated hereby, the Board hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution prior to consummation of such transactions

Section 17. Conflicting Resolutions Repealed. All resolutions or parts thereof in conflict herewith, are, to the extent of such conflict, hereby repealed, and this Resolution shall take effect from and after its adoption.

Adopted this 5th day of December, 2024.

**KNOXVILLE'S COMMUNITY DEVELOPMENT
CORPORATION**

By: _____
Chair

Secretary

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM 9

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	A final bond resolution authorizing KCDC to issue up to \$35,000,000 of revenue bonds to support the financing of approximately 121 units of new affordable housing located at 521 and 525 W Fifth Avenue in Knoxville.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: No funds committed with bond issuance.
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? This resolution authorizes KCDC to issue and sell revenue bonds in an amount up to \$35,000,000 as well as enter into various, customary agreements including but not limited to a bond purchase agreement, trust indenture, loan agreement and land use restriction agreement.</p> <p>2. Why is the action needed now? Closing of the Fifth Avenue bonds is expected in December and execution of this resolution is needed in advance of closing.</p> <p>3. Who are the parties involved and what are their roles (if appropriate)? DGA Residential as KCDC's ownership partner and project developer.</p> <p>4. What are the long-term and short-term exposures? Bonds being issued are not general obligation of KCDC.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	In June 2024, KCDC board approved entity formation for the project.
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-___

**FINAL RESOLUTION AUTHORIZING ISSUANCE OF
NOT TO EXCEED \$35,000,000
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
MULTIFAMILY HOUSING BONDS
(525 FLATS) SERIES 2024**

WHEREAS, the Board of Commissioners of Knoxville's Community Development Corporation (the "Issuer"), has met pursuant to proper notice on December 5, 2024; and

WHEREAS, DGA Fifth Ave LP, a Tennessee limited partnership (the "Borrower"), has requested the Issuer to finance the acquisition, construction, and equipping of a multifamily housing rental development to be known as 525 Flats to be located at 521 and 525 W. Fifth Avenue in Knoxville, Tennessee (the "Project"), which project is of the character and will accomplish the purposes of Part 20 of Title 13 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 \$35,000,000; and

WHEREAS, the Issuer 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 December 5, 2024, 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) Bond Purchase Agreement (the "Purchase Agreement") by and among the Issuer, the Borrower, and the purchaser thereof (the "Bond Purchaser");

(b) Indenture of Trust (the "Indenture") between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee");

(c) The form of the Issuer's Multifamily Housing Bonds (525 Flats), Series 2024A and the Issuer's Multifamily Housing Bonds (525 Flats), Series 2024B (collectively, the "Bonds");

(d) 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.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION:

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 wellbeing 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 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; provided, however, that the Bonds shall bear interest at a rate or rates not to exceed the maximum amount permitted by law and the Bonds shall mature no longer than the longest maturity permitted by law.

8. The Issuer hereby authorizes and approves the preparation, use and circulation of a Private Placement Memorandum, Preliminary Official Statement and a Final Official Statement, which describes the Bonds and the financing documents related to the Bonds and which will be

used to market and sell the Bonds. The Issuer hereby authorizes and approves the preparation, use and circulation of a Remarketing Circular or similar offering document, which describes the Bonds and the financing documents related to the Bonds and which will be used in connection with any remarketing of the Bonds, as provided for in the Indenture.

9. The officers of the Issuer are hereby authorized and directed to execute, deliver and file all certificates and instruments, including Internal Revenue Service Form 8038, financing statements to evidence security interests created under the Indenture, a Tax Exemption Certificate and 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. 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.

I hereby certify that attached hereto is a resolution of Knoxville's Community Development Corporation, duly and lawfully adopted by its Board of Commissioners on December 5, 2024, at a meeting at which a quorum was acting throughout and I furthermore certify that such resolution has not been amended or modified in any respect.

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Secretary

46180360.1

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM 10

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	A final bond resolution authorizing KCDC to issue up to \$30,000,000 of revenue bonds to support the financing of approximately 84 units of new affordable housing located at the intersection of Hardin Valley Rd and Willow Point Way in Knoxville.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: No funds committed with bond issuance.
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? This resolution authorizes KCDC to issue and sell revenue bonds in an amount up to \$30,000,000 as well as enter into various, customary agreements including but not limited to a bond purchase agreement, trust indenture, loan agreement and land use restriction agreement.</p> <p>2. Why is the action needed now? Closing of the Hardin Valley bonds is expected in December and execution of this resolution is needed in advance of closing.</p> <p>3. Who are the parties involved and what are their roles (if appropriate)? DGA Residential as KCDC's ownership partner and project developer.</p> <p>4. What are the long-term and short-term exposures? Bonds being issued are not general obligation of KCDC.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	In June 2024, KCDC board approved entity formation for the project.
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-_____

**FINAL RESOLUTION AUTHORIZING ISSUANCE OF
NOT TO EXCEED \$30,000,000
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
COLLATERALIZED MULTIFAMILY HOUSING BONDS
(SCENIC VIEW AT HARDIN VALLEY PROJECT) SERIES 2024**

WHEREAS, the Board of Commissioners of Knoxville's Community Development Corporation (the "Issuer"), has met pursuant to proper notice on December 5, 2024; and

WHEREAS, DGA Hardin Valley LP, a Tennessee limited partnership (the "Borrower"), has requested the Issuer to finance the acquisition, construction, and equipping of a multifamily housing rental development consisting of approximately 84 apartment units to be known as Scenic View at Hardin Valley to be located on certain property located just south of the intersection of Hardin Valley Road and Willow Point Way in Knoxville, Tennessee (the "Project"), which project is of the character and will accomplish the purposes of Part 20 of Title 13 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 \$30,000,000; and

WHEREAS, the Issuer 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 December 5, 2024, 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) Bond Purchase Agreement (the "Purchase Agreement") by and among the Issuer, the Borrower, and the purchaser thereof (the "Bond Purchaser");

(b) Trust Indenture (the "Indenture") between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee");

(c) The form of the Issuer's Collateralized Multifamily Housing Bonds (Scenic View at Hardin Valley Project), Series 2024 (the "Bonds");

(d) Loan Agreement (the "Loan 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.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION:

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 wellbeing 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 Loan 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 Purchase Agreement, the Indenture, the Loan 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; provided, however, that the Bonds shall bear interest at a rate or rates not to exceed the maximum amount permitted by law and the Bonds shall mature on or before ten (10) years after the issuance thereof.

8. The Issuer hereby authorizes and approves the preparation, use and circulation of a Private Placement Memorandum, Preliminary Official Statement and a Final Official Statement, which describes the Bonds and the financing documents related to the Bonds and which will be

used to market and sell the Bonds. The Issuer hereby authorizes and approves the preparation, use and circulation of a Remarketing Circular or similar offering document, which describes the Bonds and the financing documents related to the Bonds and which will be used in connection with any remarketing of the Bonds, as provided for in the Indenture.

9. The officers of the Issuer are hereby authorized and directed to execute, deliver and file all certificates and instruments, including Internal Revenue Service Form 8038, financing statements to evidence security interests created under the Indenture, a Tax Exemption Certificate and 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. 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.

I hereby certify that attached hereto is a resolution of Knoxville's Community Development Corporation, duly and lawfully adopted by its Board of Commissioners on December 5, 2024, at a meeting at which a quorum was acting throughout and I furthermore certify that such resolution has not been amended or modified in any respect.

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Secretary

46044965.1

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM 11

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Approval is requested to sell several lots on Texas Avenue to Emerald Youth Foundation for construction of facilities consistent with their mission.
SUBMITTED BY	Name, Title / Department: Jim Hatfield, Chief Development Officer
MEETING TYPE	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ ^{N/A} Expenditure: \$ ^{N/A} Source of Funds:
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input type="checkbox"/> Executive Director/CEO <input type="checkbox"/> Legal Counsel: _____ Other – Name/Title:
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? Buyer intends to develop all or a portion of the land within five years in a manner consistent with the one-year comprehensive plan in effect at the time of the commencement of construction. If purchaser fails to develop said properties within the time period KCDC will buy them back at the original purchase price.</p> <p>2. Why is the action needed now? Allows EYF site control for planning and fund raising.</p> <p>3. Who are the parties involved and what are their roles (if appropriate)? KCDC - titled land owner EYF - new property owner and planner for the property</p> <p>4. What are the long-term and short-term exposures? None.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	
ATTACHMENTS	Map Real Property Purchase Agreement (in substantially the form attached)



KGIS Copyright - 2024

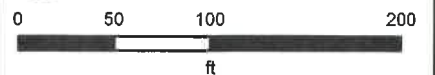
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Knoxville One Year Plan

Knoxville - Knox County - KUB Geographic Information System



Printed: 12/5/2024 at 11:54:53 AM



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REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2024 (the "Effective Date"), between **KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION**, corporate and politic within the State of Tennessee ("Seller"), and **EMERALD YOUTH FOUNDATION**, a Tennessee non-profit corporation ("Purchaser").

WHEREAS, subject to the terms and conditions of this Agreement, Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller four (4) tracts of land as described on Exhibit A and all other improvements located thereon and all rights, easements, hereditaments and appurtenances thereto belonging (each, a "Property" and collectively, the "Properties").

2. Earnest Money. Within three (3) business days after the Effective Date, Purchaser shall deposit with a title insurance agency selected by Seller and reasonably acceptable to Purchaser (the "Escrow Agent") \$50.00 as earnest money (the "Earnest Money"). Said Earnest Money shall be non-refundable to Purchaser.

3. Purchase Price. The purchase price (the "Purchase Price") of the Properties shall be an amount equal to Twenty Thousand and No/100 Dollars (\$20,000.00), allocated to among the Properties as set forth in Exhibit B attached hereto. At the Closing, all Earnest Money shall be applied to the Purchase Price, and the balance of the Purchase Price shall be paid in the form of a wire transfer or a cashier's check issued by Purchaser.

4. Inspection Period; Refund of Earnest Money; Due Diligence Materials. During the period commencing on the Effective Date and continuing through and including the date that is one hundred eighty (180) days after the Effective Date ("Inspection Period"), Purchaser shall have the right to make such determinations with respect to each Property as Purchaser deems appropriate and to elect to either continue or terminate this Agreement. If Purchaser is unable to complete its due diligence relating to the purchase of each Property during the Inspection Period, Purchaser may extend the Inspection Period by an additional ninety (90) days ("Inspection Period Extension"), at no additional cost to Purchaser, by giving written notice of such extension to Seller prior to the expiration of the initial Inspection Period. Purchaser may terminate this Agreement, sending a written termination notice to Seller at any time prior to expiration of the Inspection Period, as may be extended for the Inspection Period Extension, for no reason or for any reason which Purchaser, in its sole and absolute discretion, deems appropriate. If Purchaser terminates said agreement, the Earnest Money shall be retained by Seller as liquidated damages the parties hereby acknowledging that Seller's actual damages in such circumstances would be difficult, if not impossible, to determine. Seller expressly acknowledges and agrees that retention of the

Earnest Money as provided for herein shall be Seller's sole and exclusive remedy in the event of Purchaser's failure to perform its obligations hereunder.

Within five (5) days after the Effective Date, Seller shall deliver to Purchaser at Seller's sole expense the information more particularly described on Schedule 4 attached hereto that is in possession of Seller or its agents (the "Due Diligence Materials"). For each day of Seller's delay in delivering all of the Due Diligence Materials beyond five (5) days after the Effective Date, the Inspection Period and Closing Date shall (at Purchaser's option) be extended by one (1) day.

Purchaser shall promptly repair any damage to the Properties which may result from the exercise of Purchaser's rights under this Section 4 to the condition substantially similar to that as of the date hereof and shall indemnify and save Seller harmless from and against any claims relating to personal injury, property damage and mechanics liens arising from Purchaser's activities under this Section 4. The foregoing indemnity shall survive Closing or the termination of this Agreement.

5. Costs and Prorations.

(a) Purchaser shall pay for all transfer taxes and recording costs applicable to the Deed (as hereinafter defined), the costs of any survey, title commitment and title insurance obtained by Purchaser for the Properties, and the costs of any environmental reports obtained by Purchaser. Each party shall pay its own attorney's fees.

(b) Seller shall pay all ad valorem property taxes constituting a lien against any Property up to the date of Closing and all other unpaid assessments with respect thereto. In the event such amount of taxes or assessments is based upon a previous year's taxes or assessment, after Closing, at such time as any of the taxes or assessments are capable of exact determination, Seller shall pay the difference, if any, between the amount paid by Seller and the actual amount of the taxes or assessments upon the written request of Seller.

6. Conditions Precedent To Purchaser's Obligations. Seller acknowledges that as a condition precedent to Purchaser's obligations hereunder, the following shall occur on or before the Closing Date, any of which conditions may be waived by Purchaser in its sole discretion:

(a) The title insurer shall be irrevocably committed to issue upon Closing an 1970/Revised 1984 Form ALTA Owner's Policy(ies) of Title Insurance, or such other form reasonably acceptable to Purchaser (the "Title Policy"), insuring Purchaser as owner of fee simple title to each Properties, subject only to Permitted Exceptions (defined below), in the amount of the allocated Purchase Price, and containing such endorsements as Purchaser shall have requested.

(b) Each and every representation and warranty of Seller set forth in Section 10 shall be true and correct in all material respects, and Seller shall not be in default under any of its obligations under this Agreement, as of Closing.

(c) Seller shall not be in default under any of its obligations under this Agreement.

7. Closing. Subject to all preconditions set forth herein, the closing or settlement (“Closing”) of the transaction contemplated hereby, unless terminated in accordance with Section 4 or as otherwise agreed upon by Purchaser and Seller, shall be on the date that is thirty (30) days following the Inspection Period, as may be extended for the Inspection Period Extension or such other date as the parties may agree (such date shall be referred to herein as the “Closing Date”).

At Closing, Seller shall convey to Purchaser good, marketable and insurable title to the Properties as described in Exhibit A attached hereto by the Deed, subject to (i) standard exceptions for real property taxes not yet due and payable, and (ii) any other matters which are waived by, or acceptable to, Purchaser pursuant to Section 9 (the “Permitted Exceptions”) and, upon request of Purchaser, shall convey to Purchaser the Properties without warranty by the Quitclaim Deed.

8. Surveys. During the Inspection Period, Purchaser may cause a survey of each Property to be prepared by a surveyor (the “Surveys”) in such form as is acceptable to Purchaser. The Surveys may indicate, among other things, and at Purchaser’s option, the exact location and square footage of improvements located on the Property and shall indicate the exact metes and bounds and aggregate acreage of the Property, together with the metes and bounds and acreage of any and all portions of the Property located within (a) any public right of way (including any proposed right of way or any proposed widening of any existing right of way), (b) any body of water, (c) any 100-year flood plain, (d) any marshlands or wetlands and (e) any easement areas, buffer zones or natural preserves in which the construction of buildings is prohibited by any law, ordinance, regulation or private covenant including PUD conditions governing the Property of the Property.

9. Title. Purchaser shall have the right to procure a title insurance commitment(s) in the amount of the Purchase Price covering the Property issued by a Title Company selected by Purchaser (the “Title Commitment”). Purchaser shall have until the expiration of the Inspection Period, as may be extended for the Inspection Period Extension, to object to any matters shown on the Title Commitment or Surveys by written notice to Seller (“Title Objection Notice”). Purchaser may also object to any new matters thereafter revealed by a title update or Surveys update by subsequent Title Objection Notice to Seller. Within ten (10) days after receipt of Purchaser’s Title Objection Notice, Seller shall either (i) deliver written notice to Purchaser of any title or Surveys objections which Seller elects not to cure, or (ii) cure or satisfy such objections (or commence to cure or satisfy such objections as long as Seller reasonably believes such objections may be cured or satisfied at least five (5) business days prior to Closing). If Seller provides no written notice of either such election within ten (10) days after receipt of Purchaser’s Title Objection Notice or fails to specifically elect to cure a specific objection, then Seller shall be deemed to have elected not to cure such objection. Within ten (10) days after receipt of Seller’s written notification that Seller elects not to cure a title or Survey objection or if Seller has not provided notice with respect to such objection within ten (10) days after receipt of Purchaser’s Title Objection Notice, then Purchaser may terminate this Agreement and receive a full refund of the Earnest Money by delivering written notice thereof to Seller. If Purchaser does not so terminate this Agreement, then any such title or Survey objection which Seller elects not to cure shall be deemed waived by Purchaser and shall be a Permitted Exception. If any objection which Seller elects to cure is not satisfied by Seller at least five (5) business days before the scheduled date of Closing, Purchaser shall have the right to terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser and neither party shall have any further rights, obligations or duties under this

Agreement. If Seller does cure or satisfy the objections at least five (5) business days prior to Closing, then this Agreement shall continue in effect. Any exception to or defect in title which Purchaser shall elect to waive, or which is otherwise acceptable to Purchaser, shall be deemed a Permitted Exception to title at Closing. Seller covenants and agrees not to alter or encumber in any way Seller's title to the Property after the date hereof.

10. Seller's Representations and Warranties. As of the date hereof and as of the Closing Date (as evidenced by Seller's downdate certificate to be provided at Closing), Seller represents, warrants and covenants to Purchaser that:

(a) There are no parties in possession of any portion of the Properties as lessees, and no other party has been granted an oral or written license, lease, option, purchase agreement or other right pertaining to the use, purchase or possession of any portion of the Properties.

(b) Seller has not received notice of any default (nor is there any default) under any note or deed of trust related to or secured by a Property. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and the compliance with the terms and provisions hereof will not conflict with or (with or without notice or the passage of time or both) result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, loan agreement or instrument to which Seller is a party or by which Seller or any Property is bound, any applicable regulation or any judgment, order or decree of any court having jurisdiction over Seller or a Property

(c) Seller has not received any written notice, nor is Seller aware, of any violation of any ordinance, regulation, law, statute, rule or restriction relating to a Property.

(d) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws or any other litigation contemplated by or pending or threatened against Seller or any Property.

(e) Seller has been duly organized and is validly existing under the laws of the State of Tennessee. Seller has the full right and authority to enter into this Agreement and to transfer all of the Property to be conveyed by Seller pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein to be made by Seller. The person signing this Agreement on behalf of Seller is authorized to do so. This Agreement constitutes, and all agreements and documents contemplated hereby (when executed and delivered pursuant hereto) will constitute, the valid and legally binding obligations of Seller, enforceable in accordance with their respective terms. No other signatures or approvals are required to make this Agreement fully enforceable by Purchaser with respect to Seller or the Property. This Agreement constitutes, and all agreements and documents contemplated hereby (when executed and delivered pursuant hereto) will constitute, the valid and legally binding obligations of Seller, enforceable in accordance with their respective terms.

(f) Seller has and will convey to Purchaser good, marketable and indefeasible title in fee simple to the Properties, subject only to the Permitted Exceptions.

(g) There is no pending or, to the best of Seller's knowledge, threatened condemnation or similar proceeding or assessment affecting the Property or any part thereof, nor to the knowledge of Seller is any such proceeding or assessment contemplated by any governmental authority. There will be no claim against any Property or Purchaser for or on account of work done, materials furnished, and utilities supplied to a Property prior to the Closing Date. To Seller's knowledge, there are no public plans or proposals for changes in road grade, access, or other municipal improvements which would adversely affect any Property or result in any assessment; and no ordinance authorizing improvements, the cost of which might be assessed against Purchaser or a Property, is pending.

(h) Seller has not entered into any agreement to dispose of its interest in any Property or any part thereof, except for this Agreement.

(i) Seller is not a party to any litigation which is still pending, and knows of no threatened litigation, affecting or relating to a Property.

11. Broker and Broker's Commission. Seller and Purchaser each represent and warrant that it has not dealt with any broker in connection with this transaction.

12. Survey and Inspection. Purchaser and Purchaser's agents, employees and independent contractors shall have the right and privilege to enter upon the Property from and after the Effective Date until Closing or earlier termination of this Agreement, to survey and inspect the Property and to conduct soil borings, environmental assessment and toxic waste studies and other geological, engineering or landscaping tests or studies, all at Purchaser's sole cost and expense. In the event Purchaser elects not to purchase the Properties in accordance with its rights hereunder, Purchaser will provide Seller with copies of all tests, studies, borings and surveys obtained by Purchaser as a part of the consideration for entering into this Agreement.

13. Seller's Covenants. Seller expressly covenants and agrees that between the Effective Date and Closing, Seller shall (i) give to Purchaser immediate written notice of the institution of or receipt of notice of any litigation or threatened litigation affecting a Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property; (ii) give Purchaser immediate notice upon the occurrence of any event, or receipt of any notice, which constitutes a breach by Seller of any of its representations or warranties set forth herein (iii) not, without the prior written consent of Purchaser, impose, nor permit to be imposed upon the Property, any new or additional encumbrances to title; and (iv) not, without the prior written consent of Purchaser, enter into any agreement or instrument or take any action that would encumber the Property after Closing or that would bind Purchaser or any Property after Closing.

14. Notice. Each notice required or permitted to be given hereunder shall be sent by hand delivery, by a nationally recognized overnight courier (such as FedEx or UPS) or by certified mail with return receipt requested and adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention) as hereinafter provided and shall be deemed effective upon such delivery, or, in the case of notice sent by nationally recognized overnight courier, one day after deposit with such nationally recognized overnight courier, or, in the case of notice sent by the mails, upon three days after deposit in the U.S. mail, correctly addressed, with

adequate prepaid postage affixed thereto. Rejection or other refusal by the addressee to accept shall be deemed to be receipt of the notice sent. The addresses of the parties to which notices are to be sent shall be those set forth on the signature page of this Agreement. Any party shall have the right from time to time to change the address to which notices to it shall be sent by giving to the other party at least seven (7) days' prior notice of the changed address or additional addresses.

15. Remedies. If this transaction fails to close by reason of Purchaser's wrongful failure to perform its obligations under this Agreement, the Earnest Money shall be retained by Seller as liquidated damages the parties hereby acknowledging that Seller's actual damages in such circumstances would be difficult, if not impossible, to determine. Seller expressly acknowledges and agrees that retention of the Earnest Money as provided for herein shall be Seller's sole and exclusive remedy in the event of Purchaser's failure to perform its obligations hereunder. If this transaction fails to close for any reason other than Purchaser's wrongful failure to perform its obligations hereunder, the Earnest Money shall promptly be refunded to Purchaser. In the event Seller fails or refuses to convey the Property in accordance with the terms hereof or otherwise fails to perform its obligations hereunder, Purchaser shall have the right to a refund of all Earnest Money, specific performance and all other rights and remedies available at law or in equity for Seller's breach, all of which are reserved, cumulative, and nonexclusive.

16. Time of Essence. Time is of the essence of this Agreement.

17. Closing Documents. At or prior to Closing, each party shall deliver to the other party appropriate evidence to establish the authority of such party to enter into and close the transaction contemplated hereby. Seller also shall execute and deliver to Purchaser at Closing (i) a special warranty deed reasonably acceptable to Purchaser (the "Deed") conveying the Properties as described in Exhibit A attached hereto and upon request of Purchaser, a quitclaim deed reasonably acceptable to Purchaser (the "Quitclaim Deed") conveying the Properties, without warranty, as described in the Surveys if obtained; (ii) Seller's representation and warranty downdate certificate under Section 10; and (iii) such other documents reasonably necessary or appropriate to complete and evidence the transaction contemplated hereby, including without limitation a standard title company owner's affidavit.

18. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Purchaser and Seller.

19. Headings. The section headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof.

20. Possession. Seller shall deliver exclusive possession of the Properties at Closing.

21. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns as the case may be, and Purchaser shall have the right to assign its rights hereunder and thereafter be released from any further liability hereunder.

23. Surviving Clauses. The provisions of this Agreement relating to payment of taxes or assessment by Seller after Closing and Seller's representations, covenants, warranties and indemnity agreement in Section 10 shall survive any Closing for a period of six (6) months thereafter. Except as set forth in the preceding sentence or as otherwise expressly set forth herein, no other provision of this Agreement shall survive the Closing of this transaction.

24. Prior Agreement. This Agreement supersedes and replaces that certain Real Property Purchase Agreement dated effective as of September 12, 2022, between Seller and Purchaser relating to Tract 1 and Tract 2 as described in Exhibit A attached hereto (the "Prior Agreement"). Effective as of the Effective Date of this Agreement, the Prior Agreement shall be deemed superseded, replaced and of no further force or effect.

25. Purchaser's Post-Closing Covenant. Within five (5) years after Closing, Purchaser intends to develop the Properties or a material portion thereof in a manner which does not violate the one-year comprehensive development plan adopted by Knox Planning and the County of the City of Knoxville and in effect at the time of commencement of such development. For purposes hereof, the Properties shall be deemed to have been developed upon the first instance of the Properties or any material portion thereof being used by or on behalf of Purchaser for any use consistent with Purchaser's charitable purposes or activities including, without limitation, ancillary uses in support Purchaser's nearby Haslam-Sampson Ministry Complex at Lonsdale, and/or similar uses, including, without limitation, vehicular parking, storage and/or construction of improvements such as playgrounds, sports fields or facilities, seating, concessions, green space, parks, and buildings. In the event Purchaser fails to first begin development of the Properties or material portion thereof as set forth herein within said five (5) years after Closing and such failure continues for ninety (90) days after written notice by Seller to Purchaser given after the date occurring five (5) years after Closing, Seller shall have the right, but not the obligation, prior to the date occurring sixty-four (64) months after Closing, to repurchase only such Property upon which there has not been any previous development or use as set forth herein. The purchase price for such repurchase shall be the prorata share of the Purchase Price paid by Purchaser hereunder for the Properties based upon the relative land area of the subject Property repurchased by Seller compared to the land area of all of the Properties. Upon the first instance of development or use of a Property or any material portion of such Property as set forth herein, this Section 25 shall be deemed terminated and of no further force or effect with respect to such Property. This Section 25 shall survive Closing for a period terminating on the earlier of: (a) the date occurring sixty-four (64) months after Closing and (b) the date upon the first instance the Properties or material portion thereof have been developed or used in accordance herewith. Nothing herein shall require the continued development or continued use of a Property from and after the date a Property is first developed or used in accordance herewith. Provided, however, the 5 year period shall be tolled and extended for a period of time during which development or use of the Properties by Purchaser is prohibited, restricted or limited by any ordinance, regulation, statute or order of any governmental agency or body which prohibits, restricts, or limits such intended use. Upon request by Purchaser to Seller, not to be unreasonably withheld, Seller will extend the 5 year period in writing and/or certify Purchaser's compliance with this provision.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year first above written by Seller and by Purchaser by its duly authorized representative.

Acknowledged and Agreed:

SELLER:

Knoxville's Community Development Corporation

By: _____
Benjamin M. Bentley, CEO/Executive Director

NOTICE ADDRESS:
Knoxville's Community Development Corporation
901 N. Broadway
Knoxville, TN 37917-6663
Attention: Benjamin Bentley
Email: bbentley@kcdc.org

Date: _____

BUYER

Emerald Youth Foundation

By: _____
Steve Diggs, President/CEO

Emerald Youth Foundation
1401 Heiskell Avenue
Knoxville, TN 37921
Attention: David Wells, Vice President
Email: dwells@emeraldyouth.org

Date: _____

SCHEDULE 4

DUE DILIGENCE MATERIALS

To the extent in the possession or control of Seller or otherwise available to Seller upon request:

(a) Copies of deeds, surveys, title commitments, plats, environmental assessments, geotechnical assessments, notice of any violations of any applicable laws or ordinances, for all or any part of the Property;

DRAFT

EXHIBIT A

TRACT 1:
0 Texas Avenue

CLT No. 081-PD-042:

SITUATED AND LOCATED in Ward 19, Lot 3, Block 7, fronting 40 feet, north side of Texas Avenue by 120 feet depth. Bearing City Code No. 19-161-30.

2015 JAN 16 A 9 42

ATHERINE P. QUINN
CIRCUIT COURT CLERK

BEING the same property conveyed to Josephine Spears from Bruce P. Spears, by Quit Claim deed dated January 11, 1965, recorded in Book 1278, page 669, in the Knox County Register of Deed's Office. See Affidavit of Survivorship and Descent recorded as Instrument No. 200609120022865 in the Knox County Register of Deed's Office.

FOR FURTHER REFERENCE see also that Affidavit of Rose Turner (also known as Rose Mary Turner) recorded as Instrument No. 201411070026072 in the Knox County Register of Deed's Office.

[Continued on Next Page]

DRAFT

TRACT 2:
0 Texas Avenue

CLT No. 081-PD-043:

SITUATED in District No. Five (5) of Knox County, Tennessee, and within the 19th Ward of the City of Knoxville, Tennessee, and being Lot No. 2 in Block 7 in the Lonsdale Land Co. Addition to Knoxville, Tennessee, fronting 35 feet on the north side of Texas Avenue and running back between parallel lines a distance of 120 feet to an alley, as shown by map of said Addition of record in Map Book 5, page 183, in the Register's Office of Knox County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the northern line of Texas Avenue, a distance of 35 feet in an easterly direction from the intersection of the northern line of Texas Avenue with the eastern line of Sherman Street; thence running in a northerly direction 120 feet to an alley; thence running in an easterly direction along the southern side of said alley, 35 feet to a stake; thence running in a southerly direction 120 feet to the northern side of Texas Avenue; thence running in a westerly direction along the northern side of said Texas Avenue, 35 feet to the point of **BEGINNING**.

BEING the same property conveyed to Walter Spears and wife, Josephine Spears from Willie Robinson, widow of D. Robinson, deceased, by Warranty Deed dated February 21, 1952 and of record in Book 908, page 25, in the Register's Office for Knox County, Tennessee. See Affidavit of Survivorship and Descent recorded as Instrument No. 200609120022865 in the Knox County Register of Deed's Office.

FOR FURTHER REFERENCE see also that Affidavit of Rose Turner (also known as Rose Mary Turner) recorded as Instrument No. 201411070026072 in the Knox County Register of Deed's Office.


Page: 4 OF 4
201501160038441

[Continued On Next Page]

TRACT 3:
1727 Texas Avenue

Tax ID No. 081PD034

SITUATED in District No. Five (5) of Knox County, Tennessee, being known and designated as Lot Number Eleven (11), in Block No. Seven (7), in the Lonsdale Land Company Addition to Knoxville, Tennessee. Said lot fronts forty (40) feet on the Northern side of Texas Avenue and extending back between parallel lines in a northerly direction one hundred and twenty (120) feet to the Southern line of an alley, and being described by Knox County Property Assessor's Office on Map 81P, Group D, Parcel 34.

BEING THE SAME property conveyed to Troy Kyle and wife Erica Kyle by Quit Claim Deed dated October 12, 2010, of record as Instrument# 201010180024196, Register's office for Knox County, Tennessee.

[Continued On Next Page]

TRACT 4:
1733 Texas Avenue
Tax Id. No. 081PD036

SITUATED in District Five of Knox County, Tennessee, within the 19th Ward of the City of Knoxville, Tennessee, and being known as Lot No. Nine (9), in Block No. Seven (7), of the Lonsdale Land Company's Office to which reference is here given for description. Said lot fronts Forty (40) feet on the north side of Texas Avenue and extends back between parallel lines One Hundred Forty-four (144) feet, more or less, to an alley.

BEING the same property conveyed to Robert C. LeFlore and wife, Lois Mae LeFlore, by Warranty Deed from Millie Caffey and husband, Clifford Caffey, dated October 17, 1952, and recorded in Deed Book 901, page 257, in the Register's Office for Knox County, Tennessee.

REFERENCE is made to affidavit recorded as instrument number 201104140060720 in the Register's Office for Knox County, Tennessee.

DRAFT

EXHIBIT B

ALLOCATION OF PURCHASE PRICE

Address	Value
0 Texas / 081PD043	\$ 3,000
0 Texas / 081PD042	\$ 3,000
1727 Texas / 081PD034	\$ 7,000
1733 Texas / 081PD036	\$ 7,000
	\$ 20,000

DRAFT

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM 12

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Resolution authorizing tax increment financing of \$17 Million in the South Waterfront Redevelopment Area to support the planning and construction of a Pedestrian Bridge.
SUBMITTED BY	Name, Title / Department: Ben Bentley, Executive Director/CEO
MEETING TYPE	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: Tax Increment Financing
APPROVAL / REVIEWS	<input type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input type="checkbox"/> Legal Counsel: _____ Other – Name/Title: City of Knoxville
<u>BACKGROUND</u>	
<p>1. What is the objective of this action?</p> <p>In February, the City of Knoxville applied for a US DOT RAISE grant in the amount of \$25 Million to support construction of a pedestrian bridge connecting the South Waterfront to the University of Tennessee. The current cost estimate for the bridge is \$60 Million. With \$20 Million appropriated from the State and \$25 Million from the RAISE grant, the original TIF approval from KCDC provided \$15 Million, and we are now seeking authorization to increase the total TIF amount to \$17 Million.</p> <p>2. Why is the action needed now?</p> <p>The RAISE grant application for the Ped Bridge was submitted February 27, 2024. The application was not funded, but received DOT's highest designation as a "Project of Merit" which caused it to be automatically eligible for the current RAISE funding round. There is chance of a partial RAISE award, which would require additional local resources (TIF) to be fully funded, which is the reason for this request.</p> <p>3. Who are the parties involved and what are their roles (if appropriate)?</p> <p>KCDC - TIF Approver and Borrower COK - RAISE Grant Applicant</p> <p>4. What are the long-term and short-term exposures?</p> <p>None. KCDC will not borrow until there is sufficient increment to pay the note, and KCDC will provide no financial guarantees.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	The South Waterfront Vision Plan and the South Waterfront Redevelopment and Urban Renewal Plan were approved by the City and County in 2006. The UT Pedestrian Bridge Connector was identified in the South Waterfront Vision Plan. KCDC's use of tax increment finance (TIF) was authorized with the City and County's approval of the First Amendment to the Redevelopment Plan in 2013. +
ATTACHMENTS	Resolution Letter to Secretary Buttigieg

RESOLUTION NO. 2024--

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
RELATING TO TAX INCREMENT FINANCING FOR
REDEVELOPMENT PROJECTS IN THE SOUTH WATERFRONT**

WHEREAS, Knoxville's Community Development Corporation ("KCDC") is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee and is duly incorporated pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated; and

WHEREAS, the Council of the City of Knoxville approved the South Waterfront Vision Plan and the South Waterfront Redevelopment and Urban Renewal Plan (the "Plan") in 2006; and

WHEREAS, pursuant to the Plan, KCDC is authorized to facilitate redevelopment projects in the area subject to the Plan (the "Redevelopment Area"); and

WHEREAS, the South Waterfront Vision Plan identified the University of Tennessee Pedestrian Bridge Connection (the "Bridge") as a priority project of the Plan; and

WHEREAS, the Engineering Firm of CDM Smith has provided a total cost estimate of approximately \$60,000,000 including all planning, design, right of way acquisition, construction, and contingency costs related to the Bridge; and

WHEREAS, the State of Tennessee has provided \$20,000,000 toward planning and construction of the Bridge; and

WHEREAS, the City of Knoxville has submitted an application for the United States Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (the "RAISE") Grant Program in the amount of \$25,000,000; and

WHEREAS, pursuant to the Plan, KCDC is authorized to assist with such redevelopment projects by entering into tax increment financing transactions with respect to redevelopment projects in the Redevelopment Area; and

WHEREAS, to support and assist with certain redevelopment projects within the Redevelopment Area, the Board of Commissioners of KCDC (the "Board") desires to provide tax increment financing in an aggregate amount not to exceed \$17,000,000 (the "Loan"), the proceeds of which will be used by the Board to reimburse certain redevelopment costs incurred in the planning and construction of the Bridge, and in accordance with the Act and the Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Knoxville's Community Development Corporation, as follows:

RESOLVED, that (i) the Chairman, Vice Chairman, Secretary, Assistant Secretary and/or any other officer of KCDC (each, an "Authorized Officer"), acting alone or in combination with one another, is/are authorized, empowered and directed to negotiate and execute, and, if requested, the Secretary is authorized to attest, and any such officer of KCDC is authorized to deliver to the other parties thereto, the Tax Increment Finance Loan Documents and all other instruments, documents and agreements deemed necessary or desirable by an Authorized Officer to carry out the Tax Increment Finance transaction described herein, all in the form approved by the Authorized Officer executing same, the execution by such Authorized Officer to constitute conclusive evidence of the approval of same, and (ii) such officers, together with all other officers and employees of KCDC, are hereby authorized to take all such further action as they may consider necessary or desirable in connection with the Tax Increment Finance Loan and to take from time to time any actions deemed necessary or desirable by such officers and employees to effectuate and comply with the terms of such agreements as are executed on behalf of KCDC pursuant to the authorization contained herein; and further

RESOLVED, that any and all other actions heretofore taken on behalf of KCDC by the Authorized Officers to execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the Authorized Officers that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved this 5th day of December, 2024.

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Secretary



Benjamin M. Bentley, Executive Director/CEO

901 Broadway, N.E. • Knoxville, TN 37917
865.403.1100 • Fax 865.403.1117
800.848.0298 (Tennessee Relay Center)
www.kcdc.org

December 5, 2024

The Honorable Pete Buttigieg
U. S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg:

This is an update to Knoxville's Community Development Corporation (KCDC) letter of February 21, 2024 which supported the City of Knoxville's initial application to the United States Department of Transportation for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant. The grant application of \$25 million was requested to complete a pedestrian and bicycle bridge across the Tennessee River, connecting the low and moderate income neighborhoods of South Knoxville with employment, education, and workforce development opportunities at the University of Tennessee; the Fort Sanders Medical District; and Downtown Knoxville.

As a local contribution, KCDC previously committed \$15 million in tax increment finance (TIF), and based on the possibility of a revised grant amount of \$23,802,314, we are now committing an additional \$1,197,686 for a total TIF commitment of \$16,197,686 to fully fund this project. All governmental approvals for this financing are complete and the previously approved City of Knoxville and KCDC resolutions were included in the original application. The new KCDC Board resolution authorizing the increased TIF amount was approved on December 5, 2024. This local funding will supplement the RAISE Grant of \$23,802,314 and the State of Tennessee's direct appropriation of \$20 Million.

Reconnecting historically underserved people and neighborhoods with opportunity, while laying the foundation for new development patterns rooted in resilience, connectivity, and sustainability – this is the type of infrastructure project that will create a more equitable Knoxville for decades to come.

Sincerely,

A handwritten signature in blue ink that reads "Ben M Bentley".

Benjamin M Bentley
CEO of KCDC
Secretary of the Board

FIFTH AVE GP CORPORATION

Date: December 3, 2024

To: Board of Directors

From: Nancy White, Secretary

Subject: **AGENDA**
Meeting of the Board of Directors
Thursday, December 5, 2024, 5 p.m.
901 N. Broadway
Knoxville, Tennessee 37917

1. Call to Order.
2. Approval is requested to execute the minutes for the *initial* meeting held on June 27, 2024. **(Item 2 Attachment)**

REDEVELOPMENT (Jim Hatfield)

3. Resolution regarding the development and financing of the 525 Flats Apartments and the execution of documents relating thereto. **(Item 3 Attachment)**
4. Adjourn.

FIFTH AVE GP CORPORATION

INITIAL MEETING MINUTES

The Board of Directors of Fifth Ave GP Corporation met in the *Initial Session* on **June 27, 2024** at 901 N. Broadway, Knoxville, Tennessee.

The meeting was called to order and a quorum declared at 5:33 p.m. Those Directors present and absent were:

Present: Director Kim Henry
Director Scott Broyles
Director Felix Harris

Absent:

REDEVELOPMENT (Jim Hatfield)

Resolution regarding the formation and organizational matters. **Director Harris made the motion to approve. Director Broyles seconded the motion and all Directors present voted "Aye." Resolution No. 2024-01 is attached.**

With no further business to come before the Board, the meeting adjourned at 5:34 p.m.

Benjamin M Bentley, President

Approved:

ATTEST:

Nancy White, Secretary

Approved:

FIFTH AVE GP CORPORATION

BOARD ACTION FORM - ITEM 3

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Resolution authorizing the negotiation and execution of various bond, financing and other agreements related to the development of approximately 121 units of new affordable housing located at 521/525 Fifth Avenue.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input type="checkbox"/> Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: <u>N/A</u>
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? Dominion Development anticipates closing on the land and bonds for the Fifth Avenue project in December. The resolution authorizes the GP entity to enter into customary agreements associated with the bonds and other financing and transaction related documents. In addition, the resolution authorizes a loan from the GP to the LP in the amount of \$2.27M which represents the ARPA funds from COK to KCDC.</p>	
<p>2. Why is the action needed now? Dominion Development anticipates closing on the land and bonds for the Fifth Avenue project in December.</p>	
<p>3. Who are the parties involved and what are their roles (if appropriate)? KCDC as bond issuer and parent of the GP entity for the project, Fifth Ave GP Corporation. DGA as development partner.</p>	
<p>4. What are the long-term and short-term exposures? None. This deal will be structured in a manner that is consistent with previous Dominion deals where Dominion provides completion and repayment guarantees / obligations.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	KCDC board authorized the formation of these entities in June 2024.
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-02

RESOLUTION OF THE BOARD OF DIRECTORS OF FIFTH AVE GP CORPORATION REGARDING THE DEVELOPMENT AND FINANCING OF THE 525 FLATS APARTMENTS AND THE EXECUTION OF DOCUMENTS RELATING THERETO

WHEREAS, the Board of Directors of Fifth Ave GP Corporation (the “Corporation”) has met pursuant to proper notice; and

WHEREAS, the Corporation has been organized pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated, as an instrumentality of Knoxville's Community Development Corporation (“KCDC”); and

WHEREAS, KCDC is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the “City”) and is duly incorporated pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated; and

WHEREAS, by Sections 13-20-101 et seq., Tennessee Code Annotated, housing and redevelopment authorities in Tennessee are authorized through their respective governing bodies to finance and/or refinance housing and redevelopment projects; and

WHEREAS, to further the development of a low-income housing development known as 525 Flats on real property located at approximately 521 and 525 Fifth Avenue in Knoxville, Tennessee (the “Property”), KCDC and DGA Residential, LLC (“DGA”) entered into that certain Development Agreement for Fifth Ave Apartments Project dated as of June 14, 2024 (the “Development Agreement”); and

WHEREAS, pursuant to the Development Agreement, the Corporation is the sole general partner of DGA Fifth Ave LP, a Tennessee limited partnership (the “Partnership”); and

WHEREAS, pursuant to the Development Agreement, the Corporation and DGA have formed Fifth Ave Developer, LLC, a Tennessee limited liability company (the “Developer”) for the purpose of developing the Property; and

WHEREAS, KCDC, as issuer (the “Issuer”), proposes to assist the Partnership in the financing of the development of the Property by issuing its Multifamily Housing Revenue

Bonds in an aggregate principal amount not to exceed \$35,000,000 (collectively, the “Bonds”), and loaning the proceeds to the Partnership; and

WHEREAS, to proceed with the development and financing of the Property, the Corporation, on its own behalf and as sole general partner acting on behalf of the Partnership, desires to authorize the following documents in connection with the Bonds (collectively, the “Bond Documents”):

1. Financing Agreement by and among the Issuer, U.S. Bank Trust Company, N.A. (the “Trustee”) and the Partnership relative to the Bonds;
2. Bond Purchase Agreement among the Issuer, the Partnership and Raymond James & Associates, Inc., relating to the Bonds;
3. Land Use Restriction Agreement among the Issuer, the Partnership and the Trustee;
4. Tax Exemption Certificate and Agreement among the Issuer, the Partnership and the Trustee;
5. Series A Bond Loan Note from the Partnership payable to the Trustee in the principal amount of the Series 2024A Bonds pursuant to the Financing Agreement;
6. Series B Bond Loan Note from the Partnership payable to the Trustee in the principal amount of the Series 2024B Bonds pursuant to the Financing Agreement;
7. Remarketing Agreement between the Partnership and Raymond James & Associates, Inc., as remarketing agent;
8. A Preliminary Official Statement, Official Statement and/or Private Placement Memorandum describing the Bonds, as well as any Remarketing Circular or similar offering document which describes the Bonds and the financing documents relating to the Bonds and which will be used in connection with any remarketing of the Bonds;

Copies of the Bond Documents shall be filed with the records of the Corporation; and

WHEREAS, the Board of Commissioners of KCDC has authorized a capital contribution to the Corporation in an amount not to exceed \$2,270,000 to support the development of the Project (the “Capital Contribution”); and

WHEREAS, the Board of Directors of the Corporation desires to authorize a loan of the proceeds of the Capital Contribution to the Partnership (the “GP Loan”) to assist with the Partnership’s acquisition of the Property for the Project, which GP Loan shall be evidenced by a promissory note, a loan agreement and a deed of trust, the forms of which have been submitted to the Board (collectively, and together with all other documents, instruments and agreements deemed necessary to evidence and secure the GP Loan, the “GP Loan Documents”); and

WHEREAS, the Board of Directors of the Corporation desires to authorize the officers of the Corporation, for and on behalf of the Corporation on its own behalf and, as the sole general partner, on behalf of the Partnership, as applicable, to execute such documents as they, individually or collectively, determine is necessary, desirable or appropriate to carry out the transactions contemplated in and to ratify such officers’ prior actions related to the Bond Documents and the GP Loan Documents.

NOW, THEREFORE, BE, AND IT IS HEREBY, RESOLVED, that the Corporation, acting on its own behalf or as the sole general partner of the Partnership, as applicable, be and hereby is authorized to approve and to close those certain transactions contemplated in the Bond Documents and the GP Loan Documents; and, further

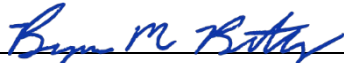
RESOLVED, that each of the President, the Vice President and any other officer of the Corporation (each, an “Authorized Officer”), or any one of them acting alone, be and hereby is authorized and directed, on behalf of the Corporation, acting on its own behalf or as sole general partner of the Partnership, as applicable, without the necessity of the joinder by any other officer of the Corporation, to (i) execute and deliver (a) any and all instruments, documents and agreements deemed necessary or desirable by the Authorized Officer to evidence and secure the Bonds, including, but not limited to the Bond Documents, (b) any and all instruments, documents and agreements deemed necessary or desirable by the Authorized Officer in connection with the GP Loan and the Partnership’s acquisition of the Property, including, but not limited to, the GP Loan Documents, and (c) any and all other instruments, documents and agreements deemed necessary or desirable by an Authorized Officer to carry out the transactions described herein; all in the form approved by the Authorized Officer executing same, the execution of same by such Authorized Officer to constitute conclusive evidence of the approval of

same; and further (ii) take all such further action as they may consider necessary or desirable in connection with the transactions described herein and to take from time to time any actions deemed necessary or desirable by such officer to effectuate and comply with the terms of such agreements as are executed on behalf of the Corporation (on its own behalf and/or in its capacity as the sole general partner of the Partnership, as applicable) pursuant to the authorization contained herein; and, further

RESOLVED, that any and all other actions heretofore taken on behalf of the Corporation (on its own behalf and on behalf of the Partnership, in its capacity as the sole general partner of the Partnership) by the officers of the Corporation to execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the officers of the Corporation that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved at a meeting of the Board of Directors held this 5th day of December, 2024.

FIFTH AVE GP CORPORATION

By: 
President

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF FIFTH AVE GP CORPORATION REGARDING THE DEVELOPMENT AND FINANCING OF THE 525 FLATS APARTMENTS AND THE EXECUTION OF DOCUMENTS RELATING THERETO

WHEREAS, the Board of Directors of Fifth Ave GP Corporation (the “Corporation”) has met pursuant to proper notice; and

WHEREAS, the Corporation has been organized pursuant to Sections 13–20–101 et seq., Tennessee Code Annotated, as an instrumentality of Knoxville’s Community Development Corporation (“KCDC”); and

WHEREAS, KCDC is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the “City”) and is duly incorporated pursuant to Sections 13–20–101 et seq., Tennessee Code Annotated; and

WHEREAS, by Sections 13–20–101 et seq., Tennessee Code Annotated, housing and redevelopment authorities in Tennessee are authorized through their respective governing bodies to finance and/or refinance housing and redevelopment projects; and

WHEREAS, to further the development of a low-income housing development known as 525 Flats on real property located at approximately 521 and 525 Fifth Avenue in Knoxville, Tennessee (the “Property”), KCDC and DGA Residential, LLC (“DGA”) entered into that certain Development Agreement for Fifth Ave Apartments Project dated as of June 14, 2024 (the “Development Agreement”); and

WHEREAS, pursuant to the Development Agreement, the Corporation is the sole general partner of DGA Fifth Ave LP, a Tennessee limited partnership (the “Partnership”); and

WHEREAS, pursuant to the Development Agreement, the Corporation and DGA have formed Fifth Ave Developer, LLC, a Tennessee limited liability company (the “Developer”) for the purpose of developing the Property; and

WHEREAS, KCDC, as issuer (the “Issuer”), proposes to assist the Partnership in the financing of the development of the Property by issuing its Multifamily ~~Tax-Exempt Bonds (MBS-Secured) (525 Flats) Series 2024A and Multifamily~~ Housing Revenue Bonds ~~(525 Flats) Series 2024B~~ in an aggregate principal amount not to exceed \$~~30,000,000~~35,000,000 (collectively, the “Bonds”), and loaning the proceeds to the Partnership; and

WHEREAS, to proceed with the development and financing of the Property, the Corporation, on its own behalf and as sole general partner acting on behalf of the Partnership, desires to authorize the following documents in connection with the Bonds (collectively, the “Bond Documents”):

1. Financing Agreement by and among the Issuer, U.S. Bank Trust Company, N.A. (the "Trustee") and the Partnership relative to the Bonds;
2. Bond Purchase Agreement among the Issuer, the Partnership and Raymond James & Associates, Inc., relating to the Bonds;
3. Land Use Restriction Agreement among the Issuer, the Partnership and the Trustee;
4. Tax Exemption Certificate and Agreement among the Issuer, the Partnership and the Trustee;
5. Series A Bond Loan Note from the Partnership payable to the Trustee in the principal amount of the Series 2024A Bonds pursuant to the Financing Agreement;
6. Series B Bond Loan Note from the Partnership payable to the Trustee in the principal amount of the Series 2024B Bonds pursuant to the Financing Agreement;
7. Remarketing Agreement between the Partnership and Raymond James & Associates, Inc., as remarketing agent;
8. A Preliminary Official Statement, Official Statement and/or Private Placement Memorandum describing the Bonds, as well as any Remarketing Circular or similar offering document which describes the Bonds and the financing documents relating to the Bonds and which will be used in connection with any remarketing of the Bonds;

Copies of the Bond Documents shall be filed with the records of the Corporation; and

WHEREAS, the Board of Commissioners of KCDC has authorized a capital contribution to the Corporation in an amount not to exceed \$2,270,000 to support the development of the Project (the "Capital Contribution"); and

WHEREAS, the Board of Directors of the Corporation desires to authorize a loan of the proceeds of the Capital Contribution to the Partnership (the "GP Loan") to assist with the Partnership's acquisition of the Property for the Project, which GP Loan shall be evidenced by a promissory note, a loan agreement and a deed of trust, the forms of which have been submitted to the Board (collectively, and together with all other documents, instruments and agreements deemed necessary to evidence and secure the GP Loan, the "GP Loan Documents"); and

WHEREAS, the Board of Directors of the Corporation desires to authorize the officers of the Corporation, for and on behalf of the Corporation on its own behalf and, as the sole general partner, on behalf of the Partnership, as applicable, to execute such documents as they, individually or collectively, determine is necessary,

desirable or appropriate to carry out the transactions contemplated in and to ratify such officers' prior actions related to the Bond Documents and the GP Loan Documents.

NOW, THEREFORE, BE, AND IT IS HEREBY, RESOLVED, that the Corporation, acting on its own behalf or as the sole general partner of the Partnership, as applicable, be and hereby is authorized to approve and to close those certain transactions contemplated in the Bond Documents and the GP Loan Documents; and, further

RESOLVED, that each of the President, the Vice President and any other officer of the Corporation (each, an "Authorized Officer"), or any one of them acting alone, be and hereby is authorized and directed, on behalf of the Corporation, acting on its own behalf or as sole general partner of the Partnership, as applicable, without the necessity of the joinder by any other officer of the Corporation, to (i) execute and deliver (a) any and all instruments, documents and agreements deemed necessary or desirable by the Authorized Officer to evidence and secure the Bonds, including, but not limited to the Bond Documents, (b) any and all instruments, documents and agreements deemed necessary or desirable by the Authorized Officer in connection with the GP Loan and the Partnership's acquisition of the Property, including, but not limited to, the GP Loan Documents, and (c) any and all other instruments, documents and agreements deemed necessary or desirable by an Authorized Officer to carry out the transactions described herein; all in the form approved by the Authorized Officer executing same, the execution of same by such Authorized Officer to constitute conclusive evidence of the approval of same; and further (ii) take all such further action as they may consider necessary or desirable in connection with the transactions described herein and to take from time to time any actions deemed necessary or desirable by such officer to effectuate and comply with the terms of such agreements as are executed on behalf of the Corporation (on its own behalf and/or in its capacity as the sole general partner of the Partnership, as applicable) pursuant to the authorization contained herein; and, further

RESOLVED, that any and all other actions heretofore taken on behalf of the Corporation (on its own behalf and on behalf of the Partnership, in its capacity as the sole general partner of the Partnership) by the officers of the Corporation to execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the officers of the Corporation that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved at a meeting of the Board of Directors held this 5th day of December, 2024.

FIFTH AVE GP CORPORATION

By:_____

HARDIN VALLEY GP CORPORATION

Date: December 3, 2024

To: Board of Directors

From: Nancy White, Secretary

Subject: **AGENDA**
Meeting of the Board of Directors
Thursday, December 5, 2024, 5 p.m.
901 N. Broadway
Knoxville, Tennessee 37917

1. Call to Order.
2. Approval is requested to execute the minutes for the *initial* meeting held on June 27, 2024. [\(Item 2 Attachment\)](#)

REDEVELOPMENT (Jim Hatfield)

3. Resolution regarding the development and financing of the Scenic View at Hardin Valley Apartments and the execution of documents relating thereto. [\(Item 3 Attachment\)](#)
4. Adjourn.

HARDIN VALLEY GP CORPORATION

INITIAL MEETING MINUTES

The Board of Directors of Hardin Valley GP Corporation met in the *Initial Session* on **June 27, 2024** at 901 N. Broadway, Knoxville, Tennessee.

The meeting was called to order and a quorum declared at 5:35 p.m. Those Directors present and absent were:

Present: Director Kim Henry
 Director Scott Broyles
 Director Felix Harris

Absent:

REDEVELOPMENT (Jim Hatfield)

Resolution regarding the formation and organizational matters. **Director Broyles made the motion to approve. Director Harris seconded the motion and all Directors present voted "Aye." Resolution No. 2024-01 is attached.**

With no further business to come before the Board, the meeting adjourned at 5:36 p.m.

Benjamin M Bentley, President

Approved:

ATTEST:

Nancy White, Secretary

Approved:

HARDIN VALLEY GP CORPORATION

BOARD ACTION FORM - ITEM 3

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Resolution authorizing the negotiation and execution of various bond, financing and other agreements related to the development of approximately 80 units of new affordable housing located at the intersection of Hardin Valley Rd and Willow Point Way in Knoxville.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input type="checkbox"/> Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: <u>N/A</u>
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? The resolution authorizes the GP entity to enter into customary agreements associated with the bonds and other financing and transaction related documents.</p>	
<p>2. Why is the action needed now? Dominion Development anticipates closing on the land and bonds for the Hardin Valley project in December.</p>	
<p>3. Who are the parties involved and what are their roles (if appropriate)? KCDC as bond issuer and parent of the GP entity for the project, Hardin Valley GP Corporation. DGA as development partner.</p>	
<p>4. What are the long-term and short-term exposures? None. This deal will be structured in a manner that is consistent with previous Dominion deals where Dominion provides completion and repayment guarantees / obligations.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	KCDC board authorized the formation of these entities in June 2024.
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-___

RESOLUTION OF THE BOARD OF DIRECTORS OF HARDIN VALLEY GP CORPORATION REGARDING THE DEVELOPMENT AND FINANCING OF THE SCENIC VIEW AT HARDIN VALLEY APARTMENTS AND THE EXECUTION OF DOCUMENTS RELATING THERETO

WHEREAS, the Board of Directors of Hardin Valley GP Corporation (the “Corporation”) has met pursuant to proper notice; and

WHEREAS, the Corporation has been organized pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated, as an instrumentality of Knoxville's Community Development Corporation (“KCDC”); and

WHEREAS, KCDC is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the “City”) and is duly incorporated pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated; and

WHEREAS, by Sections 13-20-101 et seq., Tennessee Code Annotated, housing and redevelopment authorities in Tennessee are authorized through their respective governing bodies to finance and/or refinance housing and redevelopment projects; and

WHEREAS, to further the development of a low-income housing development known as Scenic View at Hardin Valley on real property located at south of the intersection of Hardin Valley Road and Willow Point Way in Knoxville, Tennessee (the “Property”), KCDC and DGA Residential, LLC (“DGA”) entered into that certain Development Agreement for Hardin Valley Apartments Project dated as of June 14, 2024 (the “Development Agreement”); and

WHEREAS, pursuant to the Development Agreement, the Corporation is the sole general partner of DGA Hardin Valley LP, a Tennessee limited partnership (the “Partnership”); and

WHEREAS, pursuant to the Development Agreement, the Corporation and DGA have formed Hardin Valley Developer, LLC, a Tennessee limited liability company (the “Developer”) for the purpose of developing the Property; and

WHEREAS, KCDC, as issuer (the “Issuer”), proposes to assist the Partnership in the financing of the development of the Property by issuing its Collateralized Multifamily Housing Bonds (Scenic View at Hardin Valley Project) Series 2024 in an aggregate principal amount not to exceed \$21,087,000 (the “Bonds”), and loaning the proceeds to the Partnership; and

WHEREAS, to proceed with the development and financing of the Property, the Corporation, on its own behalf and as sole general partner acting on behalf of the Partnership, desires to authorize the following documents in connection with the Bonds (collectively, the “Bond Documents”):

1. Loan Agreement by and among the Issuer and the Partnership relative to the Bonds;
2. Bond Purchase Agreement among the Issuer, the Partnership and Raymond James & Associates, Inc., relating to the Bonds;
3. Land Use Restriction Agreement among the Issuer, the Partnership and U.S. Bank National Association, as Trustee;
4. Tax Exemption Certificate and Agreement among the Issuer, the Partnership and the Trustee;
5. Note from the Partnership payable to the Trustee in the principal amount of the Bonds pursuant to the Loan Agreement;
6. Remarketing Agreement between the Partnership and Raymond James & Associates, Inc., as remarketing agent;
7. Preliminary Official Statement, Official Statement and/or Private Placement Memorandum describing the Bonds, as well as any Remarketing Circular or similar offering document which describes the Bonds and the financing documents relating to the Bonds and which will be used in connection with any remarketing of the Bonds;

Copies of the Bond Documents shall be filed with the records of the Corporation; and

WHEREAS, the Board of Directors of the Corporation desires to authorize the officers of the Corporation, for and on behalf of the Corporation on its own behalf and, as the sole general partner, on behalf of the Partnership, as applicable, to execute such documents as they, individually or collectively, determine is necessary, desirable or appropriate to carry out the transactions contemplated in and to ratify such officers’ prior actions related to the Bond Documents.

NOW, THEREFORE, BE, AND IT IS HEREBY, RESOLVED, that the Corporation, acting on its own behalf or as the sole general partner of the Partnership, as applicable, be and hereby is authorized to approve and to close those certain transactions contemplated in the Bond Documents; and, further

RESOLVED, that each of the President, the Vice President and any other officer of the Corporation (each, an "Authorized Officer"), or any one of them acting alone, be and hereby is authorized and directed, on behalf of the Corporation, acting on its own behalf or as sole general partner of the Partnership, as applicable, without the necessity of the joinder by any other officer of the Corporation, to (i) execute and deliver (a) any and all instruments, documents and agreements deemed necessary or desirable by the Authorized Officer to evidence and secure the Bonds, including, but not limited to the Bond Documents, and (b) any and all other instruments, documents and agreements deemed necessary or desirable by an Authorized Officer to carry out the transactions described herein; all in the form approved by the Authorized Officer executing same, the execution of same by such Authorized Officer to constitute conclusive evidence of the approval of same; and further (ii) take all such further action as they may consider necessary or desirable in connection with the transactions described herein and to take from time to time any actions deemed necessary or desirable by such officer to effectuate and comply with the terms of such agreements as are executed on behalf of the Corporation (on its own behalf and/or in its capacity as the sole general partner of the Partnership, as applicable) pursuant to the authorization contained herein; and, further

RESOLVED, that any and all other actions heretofore taken on behalf of the Corporation (on its own behalf and on behalf of the Partnership, in its capacity as the sole general partner of the Partnership) by the officers of the Corporation to execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the officers of the Corporation that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved at a meeting of the Board of Directors held this 5th day of December, 2024.

HARDIN VALLEY GP CORPORATION

By: _____
President

46037082.1

N PETERS GP CORPORATION

Date: December 2, 2024

To: Board of Directors

From: Nancy White, Secretary

Subject: **INITIAL AGENDA**
Meeting of the Board of Directors
Thursday, December 5, 2024, 5 p.m.
901 N. Broadway
Knoxville, Tennessee 37917

1. Call to Order.

REDEVELOPMENT (Jim Hatfield)

2. Resolution regarding the formation and organizational matters. **(Item 2 Attachment)**
3. Resolution regarding the development and financing of a project at 303 N Peters Road and the execution of documents relating thereto. **(Item 3 Attachment)**
4. Adjourn.

N PETERS GP CORPORATION BOARD ACTION FORM - ITEM 2

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Resolution authorizing the formation and other administrative matters of the N Peters GP Corporation.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input type="checkbox"/> Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: <u>N/A</u>
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? The resolution authorizes the necessary formation and administrative matters to occur to allow for the formation of the corporation which will serve as the general partner of the N Peters development project.</p>	
<p>2. Why is the action needed now? Elmington Capital anticipates receiving a 2024 allocation of MTEB and expects to close on the acquisition of the land and bonds in December.</p>	
<p>3. Who are the parties involved and what are their roles (if appropriate)? KCDC as bond issuer and parent of the GP entity for the project, N Peters GP Corporation. Elmington Capital as development partner.</p>	
<p>4. What are the long-term and short-term exposures? None. This deal will be structured in a manner that is consistent with previous Elmington deals where Elmington provides completion and repayment guarantees / obligations.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	None
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-01

RESOLUTION OF THE BOARD OF DIRECTORS OF N PETERS GP CORPORATION REGARDING FORMATION AND ORGANIZATIONAL MATTERS

December 5, 2024

The board of directors of N Peters GP Corporation, a Tennessee nonprofit corporation (the "Corporation"), has met pursuant to proper notice and does hereby resolve:

Action of Incorporator

RESOLVED, that the Action of the Incorporator of the Corporation taken by written consent dated as of November 27, 2024, and all actions reflected therein, be, and the same hereby are, ratified, approved, and adopted by the undersigned for the benefit of the Corporation; and

FURTHER RESOLVED, that the Incorporator be, and the same hereby is, discharged of any further obligations, duties or liability to the Corporation.

Charter

RESOLVED, that the Charter of the Corporation, filed in the office of the Secretary of State of Tennessee and recorded in the Knox County Register of Deeds, is hereby ratified and approved.

Bylaws

RESOLVED, that the Bylaws attached hereto as Exhibit A are hereby approved and adopted.

Officers

RESOLVED, that the following named persons are hereby declared elected to the offices of the Corporation set forth opposite their respective names to serve as such officers pursuant to the Bylaws:

President - Benjamin M. Bentley
Vice President - Jim Hatfield
Secretary and Treasurer - Nancy White

Bank Accounts

RESOLVED, that the officers of the Corporation are hereby authorized and directed for and on behalf of the Corporation to designate from time to time one or more banks, trust companies or other banking institutions to act as depository or depositories for the funds of the Corporation for and during such period as such officer may from time to time deem necessary or desirable in the interests on the Corporation and to open or close out from time to time accounts in any such depository so selected;

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed, in the name of and on behalf of the Corporation, to take any and all actions that such officer may deem necessary or advisable in order to establish bank accounts from time to time for the efficient conduct of the Corporation's business;

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and empowered to sign checks drawn on such account(s); and

FURTHER RESOLVED, that any resolutions required by said banking institutions shall be attached to these resolutions and are hereby adopted in their entirety as if such resolutions were a part hereof as of the date of adoption of these resolutions.

Payment of Organizational Expenses

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to pay all fees and expenses incident to or required in the organization of the Corporation.

Formation of ECG N Peters, LP

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to take all actions deemed by such officers to be necessary and convenient to form ECG N Peters, LP (the "Limited Partnership") and to have the Corporation serve as the general partner thereof.

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed, on behalf and in the name of the Corporation, to prepare or cause to be prepared and to execute, deliver, verify, acknowledge, file or record any documents (including, without limitation, certificate of limited

partnership and a limited partnership agreement), instruments, certificates, statements, papers, or any amendments thereto, as may be deemed necessary or advisable in order to form the Limited Partnership.

Submission of Application for Low Income Housing Tax Credits and Multifamily Tax-Exempt Bond Authority

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to take all actions deemed by such officers to be necessary and convenient to facilitate the submission of an application to the Tennessee Housing Development Agency for an allocation of low income housing tax credits and/or Multifamily Tax-Exempt Bond Authority for the purpose of development of real property located approximately at 303 N. Peters Road in Knoxville, Tennessee.

General Authority and Ratification

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed, on behalf and in the name of the Corporation, to prepare or cause to be prepared and to execute, deliver, verify, acknowledge, file or record any documents, instruments, certificates, statements, papers, or any amendments thereto, as may be deemed necessary or advisable in order to effectuate the actions approved herein, and to take such further steps and do all such further acts or things as are necessary or desirable to carry out the transactions contemplated by the foregoing resolutions; and

FURTHER RESOLVED, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of these resolutions, are hereby ratified and approved.

Adopted this 5th day of December, 2024.

N PETERS GP CORPORATION

By: _____
Secretary

EXHIBIT A

BY-LAWS OF N PETERS GP CORPORATION

These Bylaws shall regulate the business and affairs of N Peters GP Corporation (the "Corporation"), subject to the provisions of the Charter of the Corporation (as amended or restated from time to time, the "Charter") and any applicable provisions of the Tennessee Nonprofit Corporation Act (as amended, the "Act").

ARTICLE I. OFFICES

Section 1.1 **Principal Office.** The principal office of the Corporation shall be located at 901 N. Broadway, Knoxville, Knox County, Tennessee 37917. The Corporation may have such other offices, either within or without the State of Tennessee, as its Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 1.2 **Registered Office.** The registered office of the Corporation required by the Act to be maintained in the State of Tennessee may, but need not, be identical to the principal office in the State of Tennessee; and the address of the registered office may be changed from time to time by its Board of Directors.

ARTICLE II. MEMBERS

The Corporation shall not have members.

ARTICLE III. DIRECTORS

Section 3.1 **General Powers.** The business and affairs of the Corporation shall be supervised by its Board of Directors (the "Board"), which shall exercise in the name of and on behalf of the Corporation all of the rights and privileges legally exercisable by the Corporation as a corporate entity, except as may otherwise be provided by law, the Charter, or these Bylaws. In addition, without limiting the foregoing, the Board shall be authorized and empowered:

- (a) To employ such persons as in its opinion are needed for the administration of the Corporation and to pay reasonable compensation for services and expenses thereof;
- (b) To receive, accept, administer, invest and distribute on behalf of the Corporation property contributed, gifted or bequeathed to the Corporation; and

(c) To make distributions of income and principal in furtherance of the Corporation's purposes in such amounts and proportions as the Board, in its discretion, shall determine from time to time.

Section 3.2 Number and Tenure. The directors of the Corporation shall be the same persons who are elected to hold the offices of Chairman, Vice Chairman, and Treasurer of Knoxville's Community Development Corporation ("KCDC"). The election of any person to any such office in KCDC shall be deemed to be an election of such person to the Board of Directors of the Corporation. Each director shall hold office until the expiration of the term for which he/she is elected, and thereafter until his successor has been elected and qualified. The Board of Commissioners of KCDC shall have the power to appoint and remove all directors of the corporation.

Section 3.3 Limited Personal Liability. No person who is or was a Director of the Corporation, nor such person's heirs, executors or administrators (hereinafter collectively referred to for purposes of this Section as a "Director"), shall be personally liable to the Company for monetary damages for breach of fiduciary duty as a Director. However, this provision shall not eliminate or limit the liability of a Director:

- (a) for any breach of a Director's duty of loyalty to the Corporation;
- (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or
- (c) under § 48-58-304 of the Act.

If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a Director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the full extent permitted by the amended Act. No repeal or modification of the provisions of this Section, either directly or by the adoption of a provision inconsistent with the provisions of this Section, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

Section 3.4 Annual Meeting. The regular annual meeting of the Board shall be held without other notice than this Section of the Bylaws immediately following the annual meeting of Knoxville's Community Development Corporation in May of each year and at the same place as the annual meeting of Knoxville's Community Development Corporation.

Section 3.5 Special Meetings. Special meetings of the Board may be called by the President or by any Director, and it shall thereupon be the duty of the Secretary-Treasurer to cause notice of such meeting to be given as hereinafter provided. The President or the Director calling the meeting shall fix the time and place (which may or may be anywhere within or without the State of Tennessee) for the holding of the meeting.

Section 3.6 Notices. Notice of the time, place and purpose of any special meeting of the Board shall be delivered to each Director not less than three (3) days previous thereto either personally, by mail or by electronic mail, by or at the direction of the Secretary-Treasurer, the President or the Director calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Corporation with postage thereon prepaid. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 3.7 Quorum and Participation. A majority of the total number of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than such majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time; and provided further that the Secretary-Treasurer shall notify any absent Directors of the time and place of such adjourned meeting.

Section 3.8 Manner of Acting. Each Director shall be entitled to one (1) vote upon any matter properly submitted for a vote to the Board. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except as may otherwise be specifically provided by law, by the Charter, or by these Bylaws. Members of the Board absent from any meeting shall not be permitted to vote at such meeting by written proxies.

Section 3.9 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board at which action on any Corporation matter is taken shall be presumed to have assented to the action taken, unless such Director's dissent shall be entered in the minutes of the meeting, or unless he or she shall forward such dissent by certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 3.10 Compensation. Neither Directors nor officers shall receive any salary for their services. Any director or officer of the Corporation may also perform legal services for the Corporation; otherwise, no director or officer shall receive compensation for service to the Corporation in any other capacity, nor shall any close relative or a Director or officer receive compensation for serving the Corporation. The term "close relative" as used herein shall mean any brother or sister of any Director or officer, the forebears and descendants of a Director or officer or any such brother or sister and any spouse of a Director or officer or any aforesaid person.

ARTICLE IV. OFFICERS

Section 4.1 Number. The officers of the Corporation shall be a President, Vice President, Secretary-Treasurer and such other officers as may be determined by the Board from time to time to perform such duties as may be designated by the Board. In no event shall a member of the Board serve as an officer of the corporation.

Section 4.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until the next regular annual meeting of the Board or until his successor shall have been elected. A vacancy in any office held by an officer, because of death, resignation, removal, disqualification or otherwise, may be filled by the Board. A retiring officer may succeed himself or herself.

Section 4.3 Removal of Officers and Agents by Directors. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Corporation will be served thereby.

Section 4.4 President. The President:

(a) Shall be the principal executive officer of the Corporation, shall in general, supervise and control all of the business and affairs of the Corporation, and unless otherwise determined by the members of the Board, shall preside at all meetings of the members and the Board;

(b) May sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board, or by these Bylaws, to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and

(c) Shall in general perform all duties incident to the office of the present and such other duties as may be prescribed by the Board from time to time.

Section 4.5 Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board.

Section 4.6 Secretary–Treasurer. The Secretary–Treasurer shall:

- (a) Keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose;
- (b) See that all notices are duly given in accordance with these Bylaws or as required by law;
- (c) Be custodian of the corporate records and of the seal of the Corporation and affix the seal of the Corporation to documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;
- (d) Keep a register of the names and post office addresses of all Directors;
- (e) Have a general charge of the books of the Corporation;
- (f) Keep on file at all times a complete copy of the Charter and Bylaws of the Corporation containing all amendments thereto (which copy shall always be open to the inspection of any Director), and at the expense of the Corporation, forward a copy of the Bylaws and of all amendments thereto to each Director;
- (g) In general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him/her by the Board; and
- (h) Have charge and custody of and be responsible for all funds and securities of the Corporation;
- (i) Be responsible for the receipt of and the issuance of receipts for all monies due and payable to the Corporation and for the deposit of all such monies in the name of the Corporation in such bank or banks, trust companies or other depositories, as shall be selected in accordance with the provisions of these regulations; and
- (j) In general, perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him/her by the Board.

Section 4.7 Resignation. An officer may resign such officer's position at any time by tendering such resignation in writing to the President or, in the case of the resignation of the President, to the Secretary. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation by the Corporation at its principal place of business.

Section 4.8 Compensation. The powers, duties and compensation, if any, of officers, agents and employees shall be fixed by the Board, subject to the provisions of these regulations with respect to compensation for Directors and officers and close relatives of Directors and officers.

ARTICLE V. NON-PROFIT OPERATION

The Corporation shall at all times be operated on a non-profit basis, and no interest or dividends shall be paid or payable by the Corporation to any Director as such, and shall be operated for the charitable purposes for which the Corporation was created.

ARTICLE VI. CONTRACTS, LOANS, CHECKS, DEPOSITS, INVESTMENTS

Section 6.1 Contracts and Employment of Agents. The Board may authorize any officer or agent to enter into any contract, or execute and deliver any instrument, in the name of and on behalf of the Corporation. The Board shall be specifically authorized, in its sole discretion, to employ and to pay the compensation of such agents, accountants, custodians, experts, consultants and other counsel, legal, investment or otherwise, as the Board shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by, such individuals or entities. Such authority may be general or confined to specific instances.

Section 6.2 Loans. No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 6.3 Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Secretary-Treasurer and countersigned by the President or Vice President of the Corporation.

Section 6.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation with such banks, trust companies, brokerage accounts, investment managers, or other depositories as the Board may from time to time select.

Section 6.5 Fiscal Year. The fiscal year of the Corporation shall mean a twelve (12) month period commencing the first day of July of each and every year and shall end on the following last day of June.

Section 6.6 Gifts. The Board of Directors may accept, on behalf of the Corporation, any contribution, gift bequest or devise for the general purposes or any special purpose of the

Corporation.

ARTICLE VII. BOOKS, RECORDS AND AUDITS

Section 7.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Directors. So long as the Corporation acts and functions as an instrumentality of KCDC, then all books and records of the Corporation may be inspected by KCDC, its agents or attorneys at any time.

Section 7.2 Audits. The Corporation shall cause audits of all its books and records to be performed by a firm of independent certified public accountants as necessary. Copies of the audits shall be provided to KCDC for its review.

ARTICLE VIII. MISCELLANEOUS

KCDC shall have power to make and adopt such rules and regulations not inconsistent with law, the Charter, or these regulations, as it may deem advisable for the management of the business and affairs of the Corporation.

ARTICLE IX. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the laws of the State of Tennessee relating to non-profit corporations or under the provisions of the Charter or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of two-thirds of the Directors present at any regular or special meeting, provided a quorum, as provided in these Bylaws, be present and provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal, or such requirement shall have been duly waived by all Directors.

Adopted this __ day of December, 2024.

N PETERS GP CORPORATION BOARD ACTION FORM - ITEM 3

MEETING DATE	December 5, 2024
AGENDA ITEM DESCRIPTION	Resolution authorizing the negotiation and execution of various bond, financing and other agreements related to the development of approximately 140-190 units of new affordable housing located at 303 N Peters Road, Knoxville.
SUBMITTED BY	Name, Title / Department: James Hatfield, Chief Development Officer
MEETING TYPE	<input type="checkbox"/> Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/> Annual
CLASSIFICATION	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: <u>N/A</u>
APPROVAL / REVIEWS	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
<p>1. What is the objective of this action? The resolution authorizes the GP entity to enter into customary agreements associated with the bonds and other financing and transaction related documents.</p>	
<p>2. Why is the action needed now? Elmington Capital anticipates closing on the land and bonds for the N Peters project in December.</p>	
<p>3. Who are the parties involved and what are their roles (if appropriate)? KCDC as bond issuer and parent of the GP entity for the project, N Peters GP Corporation. Elmington Capital as development partner.</p>	
<p>4. What are the long-term and short-term exposures? None. This deal will be structured in a manner that is consistent with previous Elmington deals where Elmington provides completion and repayment guarantees / obligations.</p>	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	None
ATTACHMENTS	Resolution

RESOLUTION NO. 2024-02

RESOLUTION OF THE BOARD OF DIRECTORS OF N PETERS GP CORPORATION REGARDING THE DEVELOPMENT AND FINANCING OF A PROJECT AT 303 N PETERS ROAD AND THE EXECUTION OF DOCUMENTS RELATING THERETO

WHEREAS, the Board of Directors of N Peters GP Corporation (the “Corporation”) has met pursuant to proper notice; and

WHEREAS, the Corporation has been organized pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated, as an instrumentality of Knoxville's Community Development Corporation (“KCDC”); and

WHEREAS, KCDC is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the “City”) and is duly incorporated pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated; and

WHEREAS, by Sections 13-20-101 et seq., Tennessee Code Annotated, housing and redevelopment authorities in Tennessee are authorized through their respective governing bodies to finance and/or refinance housing and redevelopment projects; and

WHEREAS, to further the development of a low and moderate income housing facility on real property located at 303 N. Peters Road in Knoxville, Tennessee (the “Property”), KCDC and Elmington Capital Group, LLC (“ECG”) entered into that certain Development Agreement for N Peters Apartments Project dated as of December 2, 2024 (the “Development Agreement”); and

WHEREAS, pursuant to the Development Agreement, the Corporation is the sole general partner of ECG N Peters, LP, a Tennessee limited partnership (the “Partnership”); and

WHEREAS, pursuant to the initial limited partnership agreement of the Partnership, ECG N Peters SLP, LLC, a Tennessee limited liability company, is the Class B limited partner of the Partnership with full authority to bind the Partnership; and

WHEREAS, KCDC, as issuer (the “Issuer”), proposes to assist the Partnership in the financing of the development of the Property by issuing its Multifamily Tax-Exempt Bonds (MBS-Secured) (The Peter Apartments) Series 2024A (the “Series 2024A Bonds”) and its Multifamily Housing Revenue Bonds (The Peter Apartments) Series 2024B (the “Series 2024B Bonds”) in an aggregate principal amount not to exceed \$55,000,000 (collectively, the “Bonds”), and loaning the proceeds to the Partnership; and

WHEREAS, to proceed with the development and financing of the Property, the Corporation, on its own behalf and as sole general partner acting on behalf of the Partnership, desires to authorize the following documents in connection with the Bonds (collectively, the “Bond Documents”):

1. Financing Agreement by and among the Issuer, U.S. Bank Trust Company, N.A. (the “Trustee”) and the Partnership relative to the Bonds;
2. Bond Purchase Agreement among the Issuer, the Partnership and Stifel, Nicolaus & Company, Incorporated, relating to the Bonds;
3. Land Use Restriction Agreement among the Issuer, the Partnership and the Trustee;
4. Tax Exemption Certificate and/or Agreement among the Issuer, the Partnership and the Trustee;
5. Series A Bond Loan Note from the Partnership payable to the Trustee in the principal amount of the Series 2024A Bonds pursuant to the Financing Agreement;
6. Series B Bond Loan Note from the Partnership payable to the Trustee in the principal amount of the Series 2024B Bonds pursuant to the Financing Agreement;
7. Remarketing Agreement between the Partnership and Stifel, Nicolaus and Company Incorporated, as remarketing agent;
8. Preliminary Official Statement, Official Statement and/or Private Placement Memorandum describing the Bonds, as well as any Remarketing Circular or similar offering document which describes the Bonds and the financing documents relating to the Bonds and which will be used in connection with any remarketing of the Bonds;

Copies of the Bond Documents shall be filed with the records of the Corporation; and

WHEREAS, the Board of Directors of the Corporation desires to authorize the officers of the Corporation, for and on behalf of the Corporation on its own behalf and, as the sole general partner, on behalf of the Partnership, as applicable, to execute such documents as they, individually or collectively, determine is necessary, desirable or appropriate to carry out the transactions contemplated in and to ratify such officers’ prior actions related to the Bond Documents.

NOW, THEREFORE, BE, AND IT IS HEREBY, RESOLVED, that the Corporation, acting on its own behalf or as the sole general partner of the Partnership, as applicable, be and hereby is

authorized to approve and to close those certain transactions contemplated in the Bond Documents; and, further

RESOLVED, that each of the President, the Vice President and any other officer of the Corporation (each, an "Authorized Officer"), or any one of them acting alone, be and hereby is authorized and directed, on behalf of the Corporation, acting on its own behalf or as sole general partner of the Partnership, as applicable, without the necessity of the joinder by any other officer of the Corporation, to (i) execute and deliver (a) any and all instruments, documents and agreements deemed necessary or desirable by the Authorized Officer to evidence and secure the Bonds, including, but not limited to the Bond Documents, and (b) any and all other instruments, documents and agreements deemed necessary or desirable by an Authorized Officer to carry out the transactions described herein; all in the form approved by the Authorized Officer executing same, the execution of same by such Authorized Officer to constitute conclusive evidence of the approval of same; and further (ii) take all such further action as they may consider necessary or desirable in connection with the transactions described herein and to take from time to time any actions deemed necessary or desirable by such officer to effectuate and comply with the terms of such agreements as are executed on behalf of the Corporation (on its own behalf and/or in its capacity as the sole general partner of the Partnership, as applicable) pursuant to the authorization contained herein; and, further

RESOLVED, that any and all other actions heretofore taken on behalf of the Corporation (on its own behalf and on behalf of the Partnership, in its capacity as the sole general partner of the Partnership) by the officers of the Corporation to execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the officers of the Corporation that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved at a meeting of the Board of Directors held this 5th day of December, 2024.

N PETERS GP CORPORATION

By: _____
President

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