

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

Date: October 24, 2025

To: Board of Commissioners

From: Benjamin M. Bentley, Secretary

Subject: **AGENDA**
Board Meeting of the Board of Commissioners
Thursday, October 30, 2025, 5 p.m.
901 N. Broadway Street
Knoxville, TN 37917

1. Call to Order.
2. Motion to add, delete or postpone agenda items.
3. Reports of officers and special presentations.
4. Approval is requested to execute the minutes for the *regular* meeting held on September 25, 2025. **(Item 4 Attachment)**

NEW BUSINESS

DEVELOPMENT (Jim Hatfield)

5. A final bond resolution authorizing KCDC to issue up to \$45,000,000 of revenue bonds to support the financing of approximately 202 units of new affordable housing located at the intersection of Cedar Bluff Road and N Peters Road in West Knoxville. **(Item 5 Attachment)**
6. Resolution regarding an amendment to the Master Development Agreement between KCDC and Brinshore Development. **(Item 6 Attachment)**

HOUSING (Sabrina Draplin)

7. Approval is requested to increase payment standards to 110% of HUD's published SAFMRS in zip codes 37917, 37919, 37920, 37922, 37932 and a decrease of 100% to zip code 37921. **(Item 7 Attachment)**

Unfinished Business
Public Forum
Adjournment

Next month's agenda review meeting will be held

NO AGENDA REVIEW MEETING

Next month's board meeting will be held

Thursday, December 4, 2025 @ 5 p.m.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD MEETING MINUTES

The Board of Commissioners of Knoxville's Community Development Corporation met on **September 25, 2025** at 901 N. Broadway, Knoxville, Tennessee.

The meeting was called to order and a quorum declared present at 5:01 p.m.

Present: Chair Scott Broyles
Vice Chair Felix Harris
Treasurer Becky Wade
Commissioner Kim Henry
Commissioner Nadim Jubran

Absent: Commissioner Robert Whetsel
Commissioner Martha Tate

Approval to execute the minutes for the *regular* meeting held on July 31, 2025 (no August meeting held). **Commissioner Jubran moved to approve. Commissioner Wade seconded the motion. All other Commissioners present voted "Aye."**

PROCUREMENT (Terry McKee)

Approval to award the RFP of the mowing services (Q2514) to East Tennessee Turf and Landscape. **Commissioner Wade moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye."**

FINANCE (Nancy White)

Resolution authorizing the formation of Eastport ILP Holdings Corporation to assume the Limited Partnership and Special Limited Partnership interests of Eastport Development LP. **Commissioner Harris moved to approve. Commissioner Wade seconded the motion. All other Commissioners present voted "Aye."** Resolution 2025-23 is attached.

REDEVELOPMENT (Jim Hatfield)

Resolution authorizing KCDC to enter into a PILOT agreement with DGA Fifth Ave LP to effectuate the closing for the development of 121 new affordable housing units located at 525 Fifth Avenue. **Commissioner Harris moved to approve. Commissioner Wade seconded the motion. All other Commissioners present voted "Aye."** Resolution 2025-24 is attached.

Resolution authorizing a PILOT agreement between KCDC and Morningside Gardens Apts LP to effectuate a PILOT to support the acquisition and rehab of a 268-unit affordable housing complex at 1800 and 1837 Linden Avenue. **Commissioner Harris moved to approve. Commissioner Wade seconded the motion. All other Commissioners present voted "Aye."** Resolution 2025-25 is attached.

Resolution authorizing a PILOT agreement between KCDC and Summit Towers Apts LP to effectuate a PILOT to support the acquisition and rehab of a 277-unit affordable housing complex at 201 Locust Street. **Commissioner Wade moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye."** Resolution 2025-26 is attached.

Approval to authorize the execution of an architecture design agreement with Design Innovations Architects in an amount not to exceed \$550,000 for the design of the renovation and expansion of the Boys and Girls Club at Western Heights. **Commissioner Harris moved to approve. Commissioner Wade seconded the motion. All other Commissioners present voted "Aye."**

PUBLIC FORUM

None

UNFINISHED BUSINESS

None

ADJOURNMENT

With no further business to come before the Board, the meeting adjourned by consent at 5:17 p.m.

Scott J. Broyles, Chair

Approved:

ATTEST:

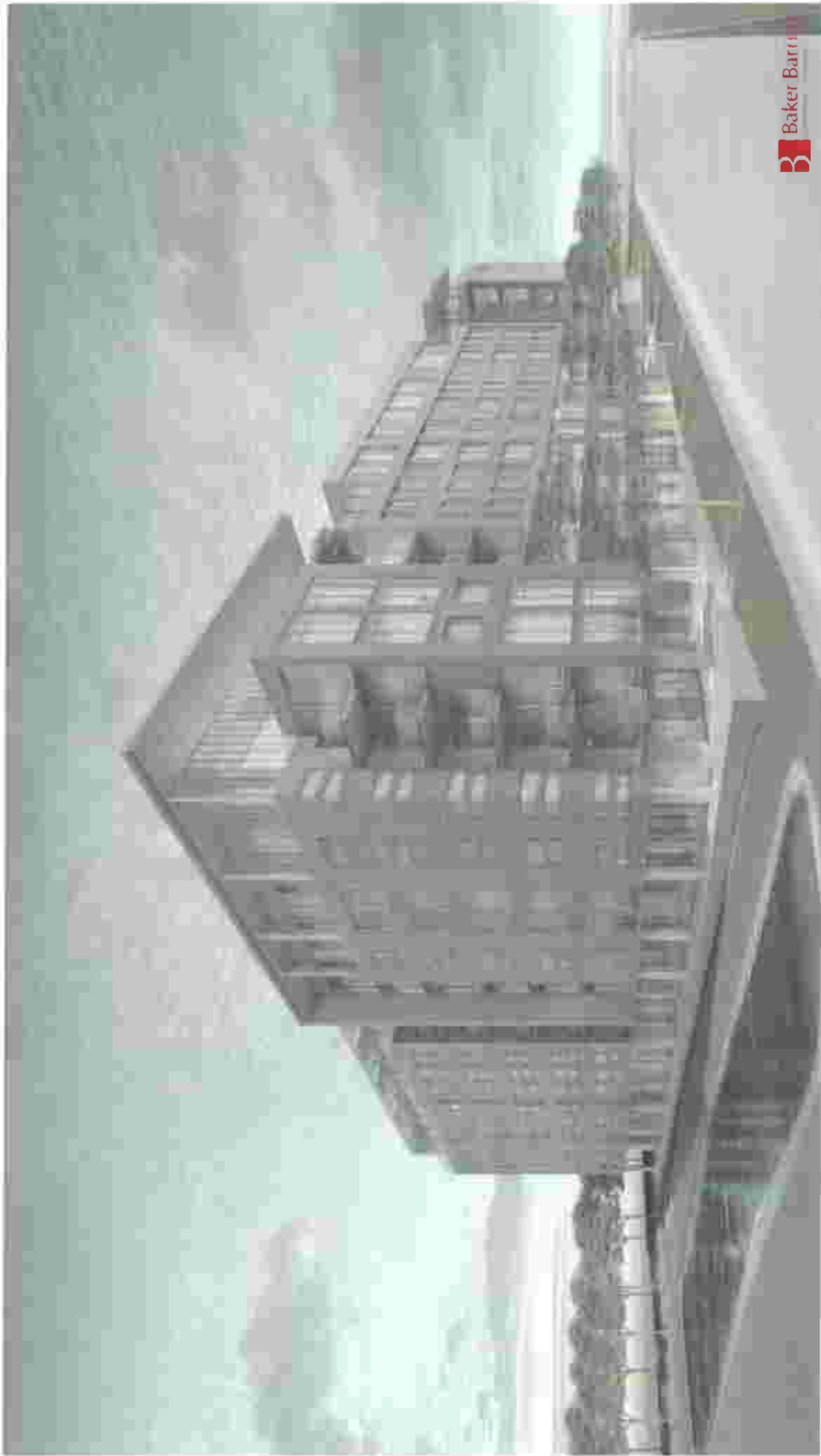
Benjamin M. Bentley, Secretary

Approved:

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM #5

MEETING DATE	October 30, 2025
AGENDA ITEM DESCRIPTION	A final bond resolution authorizing KCDC to issue up to \$45,000,000 of revenue bonds to support the financing of approximately 202 units of new affordable housing located at the intersection of Cedar Bluff Road and N Peters Road in West Knoxville.
SUBMITTED BY	Name, Title / Department: James Hatfield, CDO
MEETING TYPE	☒ Regular ☐ Special ☐ Annual
CLASSIFICATION	☒ Resolution ☐ 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	☒ Department Head /VP ☐ Budget/Finance ☒ Executive Director/CEO ☒ Legal Counsel: BBS Other – Name/Title: _____
<u>BACKGROUND</u>	
1. What is the objective of this action? This resolution authorizes KCDC to issue and sell revenue bonds in an amount up to \$45,000,000 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.	
2. Why is the action needed now? Closing of the Peter's development bonds is expected in November/December and execution of this resolution is needed in advance of closing.	
3. Who are the parties involved and what are their roles (if appropriate)? Elmington Capital as KCDC's ownership partner and project developer.	
4. What are the long-term and short-term exposures? Bonds being issued are not general obligation of KCDC	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	In December 2024, KCDC board approved entity formation for the project.
ATTACHMENTS	Resolution, rendering



RESOLUTION 2025-___

RESOLUTION TAKING OFFICIAL ACTION TOWARD THE ISSUANCE BY KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION OF ITS MULTIFAMILY HOUSING REVENUE BONDS (THE PETER APARTMENTS) SERIES 2025 IN A TOTAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS (\$45,000,000); 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 \$45,000,000 in total aggregate principal amount of its multifamily housing revenue bonds, including its Multifamily Housing Revenue Bonds (The Peter Apartments) Series 2025 ("Bonds") and to lend the proceeds of the sale of the Bonds to finance (i) the acquisition, construction and equipping of a 202-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 Forty-Five Million Dollars (\$45,000,000) or such lesser aggregate amount as may be determined by the officers of the Issuer executing the Bonds;

Bond Resolution – The Peter Apartments

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 Trust Indenture (the "Indenture"), between the Issuer and Truist Bank, as Trustee (the "Trustee");

WHEREAS, contemporaneously with the execution of the Bonds, the Issuer, the Trustee and the Borrower will enter into a Loan Agreement (the "Loan 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 Loan Agreement, the Borrower will execute a Promissory Note of even date with the Bonds (the "Promissory Note") 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 Loan Agreement and the Promissory Note;

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 Loan Agreement and the Promissory Note;

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 (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, including as exhibits the proposed forms of the Funding Loan Agreement and Project Loan Agreement to be executed in connection with the conversion of the Bonds to the permanent financing phase following completion of construction;
- (2) The proposed form of the Loan Agreement;
- (3) The proposed form of the Bond;
- (4) The proposed form of the Promissory Note;
- (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 Loan Agreement. The form, content, and provisions of the Loan 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 Loan Agreement in the name, and on behalf, of the Issuer.

The Loan 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 Loan 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 Loan 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 Bond, 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 Bond in consideration of payment therefor in the name and on behalf of the Issuer, such Bond 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 Bond.

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 Promissory Note. The form, content and provisions of the proposed Promissory Note, 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 Chair and Vice Chair, or either of them, are hereby authorized, empowered, and directed to "deem final" the Preliminary Official Statement on behalf of 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. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 30th day of October, 2025.

**KNOXVILLE'S COMMUNITY DEVELOPMENT
CORPORATION**

By: _____
Chair

Secretary

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM #6

MEETING DATE	October 30, 2025
AGENDA ITEM DESCRIPTION	Resolution regarding an amendment to the Master Development Agreement between KCDC and Brinshore Development.
SUBMITTED BY	Name, Title / Department: Jim Hatfield, CDO, Redevelopment
MEETING TYPE	☒ Regular ☐ Special ☐ Annual
CLASSIFICATION	☒ Resolution ☐ Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>n/a</u> Expenditure: \$ <u>n/a</u> Source of Funds: _____
APPROVAL / REVIEWS	☒ Department Head /VP ☐ Budget/Finance ☒ Executive Director/CEO ☒ Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
1. What is the objective of this action? The resolution allows for clarification regarding matters pertaining to the sequencing the phases of housing development occurring at Western Heights as well as refining the allocation of responsibilities between KCDC and Brinshore Development. 2. Why is the action needed now? Clarifications regarding the sequencing of the phases of housing and allocation of responsibilities is required prior to moving forward on the next phase of housing development in Q4 2025 and Q1 2026. 3. Who are the parties involved and what are their roles (if appropriate)? KCDC and Brinshore Development as development partners through the Master Development Agreement. 4. What are the long-term and short-term exposures? No additional exposure to KCDC through the implementation of this resolution.	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	KCDC previously entered into the Master Development Agreement with Brinshore Development in October of 2022.
ATTACHMENTS	Resolution and First Amendment to Master Development Agreement

RESOLUTION NO. 2025-_____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION REGARDING AN AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT WITH RESPECT TO THE REDEVELOPMENT OF WESTERN HEIGHTS

WHEREAS, the Board of Commissioners 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, KCDC previously entered into a Master Development Agreement dated as of October 14, 2022 among Brinshore Development, L.L.C., an Illinois limited liability company (the "Developer") and KCDC (the "Development Agreement") setting forth the rights and obligations of the Developer and KCDC with respect to the multi-phase redevelopment of the Western Heights neighborhood in the City, as more particularly described in the Development Agreement (the "Project"); and

WHEREAS, KCDC and Brinshore desire to make certain amendments to the Development Agreement, as set forth in the First Amendment to Master Development Agreement between KCDC and the Developer (the "Amendment"), a copy of which Amendment has been provided 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:

1. The Amendment is hereby approved.
2. The Amendment shall be in substantially the form submitted, which is hereby approved, with such completions, omissions, insertions and changes as may be approved by the officers executing it, the execution thereof to constitute conclusive evidence of their approval of any such omissions, insertions and changes.
3. The Chairman, Vice Chairman, Secretary, or any other officer of KCDC (collectively, the "Authorized Officers") are, or any one of them acting alone is, hereby authorized and directed to execute and deliver the Amendment to the other parties thereto.
4. The Authorized Officers are, or any one of them acting alone is, hereby authorized to take all such further action as he or she 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 KCDC pursuant to the authorization contained herein.

5. The Authorized Officers are, or any one of them acting alone is, hereby authorized to execute such further and other amendments to the Master Development Agreement as he or she may consider necessary or desirable in connection with the redevelopment of Western Heights.

6. Any and all other actions heretofore taken on behalf of KCDC by the officers of KCDC 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 KCDC that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved this 30th day of October, 2025.

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Secretary

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (this "Amendment") is dated as of _____, 2025, by and between **Knoxville's Community Development Corporation**, a housing and redevelopment authority of the City of Knoxville, Tennessee organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. §§ 13-20-101, *et. seq.* ("KCDC"), and **Brinshore Development, L.L.C.**, an Illinois limited liability company ("Brinshore").

WITNESSETH:

WHEREAS, the parties previously entered into that certain Master Development Agreement dated as of October 14, 2022 (the "Agreement") with respect to KCDC's Western Heights Transformation Plan for the redevelopment of the Western Heights Neighborhood in Knoxville, Tennessee (the "Transformation Plan"); and

WHEREAS, the parties now desire to amend the Agreement as to certain matters, as more particularly set forth below.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined have the respective meanings set forth in the Agreement.

2. The Agreement is hereby amended by deleting Paragraph "D." under the heading "Background" and replacing it with the following:

D. The Parties desire for Brinshore to assist KCDC in its preparation of the CNI Implementation Application (the "**CNI Application**") with respect to an approximately four-phase 479-unit redevelopment of a public housing development in Western Heights located at 1621 Jourolman Avenue (each phase of CNI development being referred to herein as "**CNI Phase 1**", "**CNI Phase 2**", "**CNI Phase 3**" and "**CNI Phase 4**", each being a "**CNI Phase**", and collectively, the "**CNI Phases**"), and specifically to co-lead the Housing portion of the CNI Application. Upon receipt of the CNI Grant, the Parties desire for Brinshore to act as co-developer of the CNI Phases. **Notwithstanding anything else in this Agreement to the contrary, the Parties acknowledge and agree that the rehabilitation and development of housing units as contemplated in the CNI Application may ultimately take place in more than four phases, and/or the four phases as presented in this Agreement may be restructured to accommodate varying unit counts or development timelines, in each case to satisfy the needs of the overall redevelopment at the time of each successive development's financial closing based on market and/or other factors. In the event that the rehabilitation and development contemplated in the CNI Application occurs in more than four phases, or the four phases presented in this Agreement are restructured, the Parties agree that they will work together in good faith to apply the terms of this**

Agreement to the additional phases of the development or to the phases as the same have been restructured.

3. Exhibit H of the Agreement is hereby amended by adding the following paragraph to the end thereof:

8. Adjustment to Accommodate Alternate Phasing. Notwithstanding anything else in this Agreement to the contrary, the Parties acknowledge and agree that the rehabilitation and development of housing units as contemplated in the CNI Application may ultimately take place in more than four phases, and/or the four phases as presented in this Agreement may be restructured to accommodate varying unit counts or development timelines, in each case to satisfy the needs of the overall redevelopment at the time of each successive development's financial closing based on market and/or other factors. In the event that the rehabilitation and development contemplated in the CNI Application occurs in more than four phases, or the four phases presented in this Agreement are restructured, the Parties agree that they will work together in good faith to apply the terms of this Agreement to the additional phases of the development or to the phases as the same have been restructured.

4. Section 4.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.5. Selection of Third-Party Contractors. The Parties shall agree on the method of procurement for all Third Party Contractors on a case by case basis, provided that a competitive bidding process shall not be required hereunder unless required by applicable law. The Parties shall be alert to organizational conflicts of interest as well as noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. The Lead Developer shall grant awards to the bidder or offeror whose bid or offer is most advantageous to the applicable Phase of the Redevelopment, taking into consideration price, quality and other relevant factors, including (but not necessarily limited to) the bidder's or offeror's compliance with minority contracting requirements and Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 C.F.R. Part 75. The Non-Lead Party and its authorized representatives shall have access to and the right to examine, copy, or reproduce all records pertaining to such selection and the Lead Developer shall respond in five (5) business days to any questions raised by the Non-Lead Party related to the procurement or contracting process. KCDC shall have the power to require Brinshore to reject any bid from a Third Party Contractor or terminate any Third Party Contractor upon receipt of evidence from KCDC of a conflict of interest that causes or would cause KCDC to violate its obligations under applicable regulations, its Annual Contributions Contract with HUD, 24 CFR Part 200 or any applicable state or local procurements laws or regulations; provided, however, in the event KCDC directs Brinshore to terminate a contract KCDC shall be responsible for the payment of any reasonable termination fees or expenses due to the Third Party Contractor or any other affected party; provided, however, KCDC shall not be

responsible for such termination fees or expenses if KCDC did not approve the form of contract with such Third Party Contractor. The Lead Developer will make reasonable efforts to include in agreements with Third Party Contractors for the Redevelopment an executed Subgrantee/Contractor/ Subcontractor Certifications & Assurances, attached hereto as Exhibit B. The Lead Developer shall employ due diligence to ensure that all consultants, design professionals, construction professionals, and other professionals or contractors engaged to provide services or supplies for the Redevelopment shall supply the skill and judgment necessary to perform the required services in compliance with the Redevelopment Schedule and the Redevelopment Budget and in accord with all requirements of their respective contracts.

5. SCHEDULE 1 of the Agreement is hereby amended by deleting item number 5 beneath the heading “**II. CNI PHASES 1, 2, 3 and 4**” and replacing it with the following:

5. After consultation with KCDC, engaging and directing a general contractor to bid and price all work and to complete all construction;

6. Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.1. Entity Formation. The Parties contemplate that the rental units and the site improvements for each Phase will be owned by or ground leased to one or more special purpose entities (“Owner Entity” or “Owner Entities”) with KCDC or its affiliate serving as the managing general partner or the managing member, as applicable, of the Owner Entities. Brinshore will serve as the non-managing general partner, special limited partner or the non-managing member, as applicable, of the Owner Entities, and in such capacity shall have consent rights with respect to customary major decisions of the Owner Entities, including but not limited to any decisions that materially impact or could potentially materially impact Brinshore’s guaranties. The Parties further acknowledge that the purpose of KCDC’s role as general partner or managing member is to allow for better use of available debt resources in Tennessee, and that for Phases in which Brinshore is Lead Developer (limited to Phase 1 and 2), Brinshore’s affiliate serving as a member or partner in the Owner Entity for such Phase shall control day-to-day operations to the extent allowed under applicable law. The other limited partners or investor members, as applicable, of the Owner Entities will be the tax credit investor(s). **The parties acknowledge and agree that the general partner or managing member entities to be formed by KCDC shall be instrumentalities of KCDC and, as such, will be governmental entities, and will not be organized as 501(c)(3) organizations or subsidiaries of 501(c)(3) organizations. Accordingly, neither KCDC nor any entity formed by KCDC hereunder will make any election pursuant to Section 168(h)(6)(F)(ii) of the Internal Revenue Code of 1986.** All documents evidencing the formation of the Owner Entities, its rights and obligations with regard to the general and limited partners and members, including but not limited to the payment of development fees, guarantees, and pledges, shall be subject to the review and approval of KCDC and Brinshore. An entity affiliated with or related to the Lead Developer for a particular Phase will serve as managing member of such Phase’s developer entity and, subject to consent rights hereunder of the other

Party, will have control over the development process, budget process, work plans, construction management, and/or general contracting of the particular Phase, or alternatively, such Lead Developer will be the sole developer under a development services agreement and enter into a sub-development agreement with the Non-Lead Party providing for proportionate payments of development fee to the sub-developer upon receipt by the Lead Developer.

7. Except as expressly modified by this Amendment, the Agreement is in full force and effect in accordance with its original terms and conditions. In the event any terms of this Amendment conflict with terms of the Agreement, the terms of this Amendment control. This Amendment constitutes the entire agreement of the parties regarding the subject matter hereof. Any previous agreements between the parties related to the subject matter of this Amendment are hereby replaced by this Amendment. This Amendment may be modified or changed only by a written instrument signed by both parties. This Amendment may be executed in one or more counterparts and may be delivered by facsimile or electronic mail, each of which is considered an original and all of which together constitute one and the same instrument.

[Signatures commence on the next page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above mentioned.

BRINSHORE DEVELOPMENT, L.L.C.,
an Illinois limited liability company

By: Brint Development, Inc.,
an Illinois corporation, a member

By: _____
Name: David B. Brint
Title: President

KCDC:

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATON

By: _____
Name: Benjamin M. Bentley
Title: Executive Director

47288927.2

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
BOARD ACTION FORM - ITEM #7

MEETING DATE			
AGENDA ITEM DESCRIPTION			
SUBMITTED BY	Name, Title / Department:		
MEETING TYPE	Regular	Special	Annual
CLASSIFICATION	Resolution	Approval	
BUDGET / FINANCIAL IMPACT	Budgeted: \$ _____ Expenditure: \$ _____ Source of Funds:		
APPROVAL / REVIEWS	Department Head /VP Executive Director/CEO Other – Name/Title:		Budget/Finance Legal Counsel: _____
<u>BACKGROUND</u> 1. What is the objective of this action? 2. Why is the action needed now? 3. Who are the parties involved and what are their roles (if appropriate)? 4. What are the long-term and short-term exposures?			
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)			
ATTACHMENTS			

CURRENT KNOXVILLE MSA HUD RENT AND INCOME LIMITS

(MAXIMUM AMOUNT FOR CONTRACT RENT AND UTILITY ALLOWANCE)

HUD PUBLISHED FAIR MARKET RENTS Effective October 1, 2025

NUMBER OF BEDROOMS						
0	1	2	3	4	5	6
\$1177	\$1184	\$1471	\$1864	\$2172	\$2497	\$2823

KCDC ADOPTED VOUCHER PAYMENT STANDARD AT 100% OF FMR Effective December 1, 2025

NUMBER OF BEDROOMS						
0	1	2	3	4	5	6
\$1177	\$1184	\$1471	\$1864	\$2172	\$2497	\$2823

KCDC ADOPTED SAFMR VOUCHER PAYMENT STANDARD AT 110% OF SAFMR FOR ALL ZIP CODE AREAS LISTED BELOW WITH THE EXCEPTION OF 37921 AT 100% OF SAFMR

NUMBER OF BEDROOMS							
Zip Code	0	1	2	3	4	5	6
37917	\$1430	\$1411	\$1793	\$2277	\$2651	\$3048	\$3446
37919	\$1496	\$1496	\$1859	\$2354	\$2750	\$3162	\$3575
37920	\$1166	\$1177	\$1463	\$1848	\$2156	\$2479	\$2548
37921	\$1220	\$1230	\$1530	\$1940	\$2260	\$2599	\$2938
37922	\$1837	\$1848	\$2299	\$2915	\$3399	\$3908	\$4418
37932	\$1683	\$1694	\$1694	\$2662	\$3102	\$3567	\$4032

MSA: KNOXVILLE, TN MAXIMUM INCOME LIMITS April 1, 2025								
PERSONS	1	2	3	4	5	6	7	8
Low Income Public Housing or VASH Program	\$55,650	\$63,600	\$71,550	\$79,500	\$85,900	\$92,250	\$98,600	\$104,950
Very Low Income S8 Programs	\$34,750	\$39,750	\$44,700	\$49,700	\$53,650	\$57,650	\$61,650	\$65,600
Extremely Low Income	\$20,900	\$23,850	\$26,850	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150

- 5 Bedroom Fair Market Rent = 115% of 4-bedroom Fair Market Rent
- 6 Bedroom Fair Market Rent = 130% of 4-bedroom Fair Market Rent
- Manufactured Home Space Rental = 40% of 2-Bedroom Fair Market Rent = \$619