AGENDA
(JUNE) MONTHLY *MEETING OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE*

Monday, June 15, 2026 @ 12:30 PM

1. Call to Order.

2. Confirmation of Meeting Advertisement and Quorum Present.

3. Approval of the Minutes for May 18, 2026, monthly meeting.

4. Recognition of Persons Wishing to Address the Board.

5. **Standifer Gap P1, LP Bond Issuance $50 million TEFRA Hearing**

A RESOLUTION AUTHORIZING, SUBJECT TO CERTAIN CONDITIONS, THE ISSUANCE OF NOT TO EXCEED $50,000,000 MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE SERIES, REGARDING STANDIFER GAP P1, LP, APPLICANT, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN MULTIFAMILY HOUSING FACILITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS. **(HEB-2026-08)**

6. **Standifer Gap P2, LP Bond Issuance $50 million TEFRA Hearing**

A RESOLUTION AUTHORIZING, SUBJECT TO CERTAIN CONDITIONS, THE ISSUANCE OF NOT TO EXCEED $50,000,000 MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE SERIES, REGARDING STANDIFER GAP P2, LP, APPLICANT, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN MULTIFAMILY HOUSING FACILITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS. **(HEB-2026-09)**

7. **Standard Kensington Venture LP Bond Issuance $17.8 million TEFRA Hearing**

A RESOLUTION OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE RELATING TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR AN AMOUNT NOT EXCEEDING $17,800,000 TO PROVIDE FINANCING TO STANDARD KENSINGTON VENTURE LP FOR THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF A MULTIFAMILY HOUSING FACILITY FOR LOW AND MODERATE-INCOME CITIZENS TO BE LOCATED AT 1113 KINSEY DRIVE, CHATTANOOGA, TENNESSEE. **(HEB-2026-10)**

[CONTINUED]

8. **<u>Standard Brainerd Venture LP Bond Issuance $31 million TEFRA Hearing</u>**

A RESOLUTION OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE RELATING TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR AN AMOUNT NOT EXCEEDING $31,000,000 TO PROVIDE FINANCING TO STANDARD BRAINERD VENTURE LP FOR THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF A MULTIFAMILY HOUSING FACILITY FOR LOW AND MODERATE-INCOME CITIZENS TO BE LOCATED AT 7453 E BRAINERD ROAD, CHATTANOOGA, TENNESSEE. **(HEB-2026-11)**

9. **<u>One Westside Phase 3B, LP Bond Issuance $12 million</u>**

A RESOLUTION RATIFYING THE CHAIR'S EXECUTION OF THE 2026 MULTIFAMILY TAX-EXEMPT BOND AUTHORITY FIRM COMMITMENT LETTER WITH THE TENNESSEE HOUSING DEVELOPMENT AGENCY (THDA) REGARDING THE ONE WESTSIDE PHASE 3B, LP BOND ISSUANCE DEVELOPMENT LOCATED AT 1216 GROVE STREET, CHATTANOOGA, TN 37402, IN THE AMOUNT OF $12 MILLION. **(HEB-2026-12)**

10. **<u>Other Business/Discussion</u>**

11. Adjournment.

HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD
City of Chattanooga, Tennessee
MONTHLY MEETING MINUTES
John P. Franklin, Sr. Council Building
Assembly Room
1000 Lindsay Street
Chattanooga, TN 37402
for
Monday, May 18, 2026
12:30 PM

Present Board Members: Hicks Armor (Chair); Richard Johnson (Vice-Chair); Hank Wells (Secretary); Andrea Smith; Brian Erwin; and Jonathan Mason. Absent were Malcolm Harris; Kanika Wellington-Jones; and Tom Hirsch.

Also present were Phillip A. Noblett (Counsel to the Board); Janice Gooden (Riverside Area Neighborhood); Sarah Ross and Dallas Joseph (Baylor School); Steve Barrett (Husch Blackwell); Richard Beeland (Economic Development); Hanneke van Deursen (Housing); and Zain Mahmood (Paths Development)

Chairman Armor confirmed that the meeting was properly advertised, and there is a quorum present to conduct business.

MINUTES APPROVAL FOR THE APRIL 20, 2026, MONTHLY MEETING

On motion of Mr. Jonathan Mason, seconded by Mr. Hank Wells, the April 20, 2026, minutes for the monthly meeting were unanimously approved as written and presented. The motion carried.

PUBLIC COMMENTS

There were no public comments.

RESOLUTION

The Baylor School Bond Issuance - $62 million

TEFRA Hearing

On motion of Mr. Erwin, seconded by Mr. Johnson,

A RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS, AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE, AND DELIVERY BY THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (THE BAYLOR SCHOOL PROJECT) SERIES 2026, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIXTY-TWO MILLION DOLLARS ($62,000,000.00). (HEB-2026-06)

Chairman Armor said that The Baylor School was before the Board at the last meeting. Mr. Erwin wanted a reminder of what the term is. Mr. Russ Miller (Bass, Berry & Sims) are bond counsel to Pinnacle Bank. Pinnacle is buying these bonds. Mr. Miller said that Mr. Dallas Joseph is the CFO, Sarah Ross is the Controller, Chris Rutledge is with Pinnacle Bank, and John Lynch is the Financial Advisor for Baylor.

The max $61 million is based on two separate issues. One is a refinance of their existing 2017 bond which is through this board is around $18 million. That will mature in 2042 and has the same amortization that it has existing and same interest rate. The new deal 2026B is for financing new projects on the campus. That bond will be a 30-year bond. The initial issuance will be $47 million. They expect to pay down a lot of that in the next five years with pledges. They are going to amortize $30 million of that over the remaining period.

Attorney Noblett said that the refinancing says will mature in 16 years and the bulk beyond that is 30 years. Pinnacle has agreed to hold these bonds for that period.

The motion carried.

ADOPTED

RESOLUTION

The Overlook Project – PILOT and Lease Agreements

On motion of Mr. Johnson, seconded by Mr. Wells,

A RESOLUTION OF THE HEALTH, EDUCATIONAL, AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, REGARDING A PAYMENT IN LIEU OF TAXES TRANSACTION WITH THE OVERLOOK APTS LP. (HEB-2026-07)

Mr. Zain Mahmood works at Paths Development, which is the affordable housing development with THDA. They do affordable housing tax credits around the country and one of them is Overlook Apartments, which is 162 units. They are working on the tax credits syndication on the 26th of June. Mr. Mahmood was previously here with more detail when they came in for the issuance of the bonds in the amount of $15 million which was approved in November. They have just put the final application to Freddie Mac and are on track.

Chairman Armor said this is for 162 units. Mr. Mahmood said it is 100% affordable LIHTC. Exhibit B has a description of the project and the project itself was an original structure built in 1978. They are updating the 1978, nine-story high rise residential building, four (4) two-story townhouse, sixteen (16) studios, 122 one-bedroom apartments, and twenty-four (24) two-bedroom apartments. The Housing Authority is vested. Mr. Mahmood met with Ms. Betsy McCright with the Housing Authority and was discussing other potential projects in Chattanooga.

Attorney Noblett said that there is a letter in the file that Ms. Hanneke van Deursen has given the Board in support of the apartments by Mayor Kelly which says that 100% of the units will be maintained as affordable housing to serve low to moderate income housing at 60% of the area median income and there has been a 4% modification on the THDA to help with these issues. See attached documents regarding this resolution. There is also some question as to whether the County needed to have notification of this event as well. Ms. van Deursen sent a letter to the County officials here on May 8th informing them of the information as to the date of this hearing and wondering whether there would be anybody else coming this a.m. in connection with that, but no one has shown up, and the HEB presentation date is today's date on that documentation. The Mayor has approved this in accordance with state law under T.C.A. 48-101-312 and because of that he has forwarded that on to the Board if you have any questions about the development.

Attorney Noblett said the County does not have to sign off. This is a municipality issue. We have been getting a lot of feedback from the County in recent times here where they have been concerned about anything that might be off of the market for other types of development. This is a LIHTC development for low to moderate folks and the Mayor is in support of this project and believe this complies with the Tennessee statute for this to occur.

Chairman Armor said the notification is purely an FYI. Attorney Noblett said that we got a sort of a weird e-mail from the County Clerk's office back in March and that is why we wanted to make sure we notified them so they would have an opportunity if they had any questions and no one is here today. Chairman Armor asked that on any PILOT that we do, do we always give them notification? Attorney Noblett said we should. At least clearly this is a LIHTC case which is a little bit different than some. Any type of PILOT we should give them notification. Chairman Armor asked Maria Manalla if she would give notification.

Mr. Erwin said that Attorney Noblett mentioned that the County Assessor's Office sent a letter. Was that in reference to the values or what was the purpose? Attorney Noblett said that he thinks that they were trying to make sure they knew about things coming up that they were supporting and gave us a copy of a resolution the County passed and believe we sent that along to you in March. They were wanting to make sure at least they knew when things were coming up in connection with the matter and wanted to have an opportunity to participate if they felt it was necessary.

Chairman Armor said the only reason he thinks it is important to notify them is because you are basically freezing the current tax base. From a communication standpoint it is important for the Board to notify on the front end that you pay a piece of your County property taxes too. That way they are notified and if they have an issue with it, then bring up the issue why a decision on something that is in front of us and getting it done, and they will say they had other plans for it. After further discussion, communication is important.

Attorney Noblett said on the agreement, the letter the Mayor has signed has the references for the total in lieu of payments that will occur during the time and the City's portion and the County's portion which protects all of their school taxes they are concerned about. Ms. van Deursen did not have any other issues to address.

Chairman Armor asked if that City portion included the schools? Attorney Noblett said it would include the schools.

Mr. Erwin had a question for the developer. Mr. Erwin recalled his presentation, which was extremely thorough a few months ago and it was mentioned that the Paths Development might even be doing some self-funding prior to obtaining the PILOT. Have you made agreements on the property? Mr. Mahmood said they have 64 of the 132 units at this point. They made sure they did the bond resolution before that. After further discussion, they have conservatively budgeted 12 months but because we are through 64 units already, it should be before that.

Attorney Noblett read the resolution caption again.

The motion carried.

ADOPTED

OTHER BUSINESS-DISCUSSION

Chairman Armor asked Hanneke van Deursen when she was leaving. Ms. van Deursen said June 12th is her last day. Ms. Hanneke is with the Housing part of the City and is moving to Chicago and we appreciate that she attends a lot and has been a great contributor to the Board and other things. Thank you for what you have done, and we will miss you. Attorney Noblett said he appreciates Ms. Hanneke calling this a.m. and getting him a copy of this letter.

The next meeting is scheduled for June 15th.

After further discussion, the meeting adjourned at 12:45 PM.

Respectfully submitted,

____

Hank Wells, *Secretary*

APPROVED:

____

Hicks Armor*, Chair*

May 15, 2026

The Health, Educational and Housing Facility Board
of the City of Chattanooga, Tennessee
100 E. 11th Street, Suite 200
Chattanooga, Tennessee 37402
Attention: Hicks Armor, Chairman

Re: Letter of Support for the Overlook Apartments

Dear Chairman Armor:

We understand that The Overlook Apts LP (the "Developer") desires to acquire and rehabilitate the Overlook Apartments, a multifamily residential housing facility located at 1201 Boynton Drive, (the "Project") in Chattanooga, Tennessee (the "City").

We further understand that 100% of the units will be maintained as affordable housing, principally to serve low to moderate income households at 60% of area median income (AMI) or below. To provide financing for the Project, the Developer has received a 4% allocation of low-income housing tax credits from the Tennessee Housing Development Agency ("THDA"). The Developer also intends to utilize tax-exempt bonds allocated by THDA in addition to payments in lieu of taxes through The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee (the "Board").

Pursuant to Tennessee Code Annotated Section 48-101-312, the Board is permitted to enter into an agreement for payments in lieu of taxes with respect to the Project, provided that the chief executive of the City of Chattanooga provides a letter in support of the Project. Please accept this letter as evidence of the support of the Project by the chief executive of the City of Chattanooga for payments in lieu of taxes for a term of 15 years plus the construction period with the payment amounts as set forth in Exhibit A attached hereto. The development of this quality affordable housing development for low to moderate income citizens is an important goal of the City, and this Project is consistent with those goals.

Please do not hesitate to contact our offices if you have any questions.

Sincerely,

Tim Kelly
Mayor, City of Chattanooga

EXHIBIT A

In Lieu Payments

The Tax Abatement Period shall be the fifteen (15) year period commencing on January 1 following the completion of the rehabilitation of the project (the "Tax Abatement Period"). Prior to the commencement of the Tax Abatement Period, the payments in lieu of taxes shall be equal to $89,814 per year (which amount shall be paid $42,443 to the City and $47,731 to the County). During the Tax Abatement Period, such payments shall be as set forth below:

Tax Abatement Period	Total In Lieu Payments	City Portion	County Portion
Year 1	**$89,814**	$42,443	$47,371
Year 2	**$90,236**	$42,443	$47,793
Year 3	**$90,669**	$42,443	$48,226
Year 4	**$91,116**	$42,443	$48,673
Year 5	**$91,576**	$42,443	$49,133
Year 6	**$92,050**	$42,443	$49,607
Year 7	**$92,539**	$42,443	$50,096
Year 8	**$93,042**	$42,443	$50,599
Year 9	**$93,560**	$42,443	$51,117
Year 10	**$94,093**	$42,443	$51,650
Year 11	**$94,643**	$42,443	$52,200
Year 12	**$95,209**	$42,443	$52,766
Year 13	**$95,792**	$42,443	$53,349
Year 14	**$96,392**	$42,443	$53,949
Year 15	**$97,011**	$42,443	$54,568

CHATTA NOOGA

Maria Manalla <mmanalla@chattanooga.gov>

Fwd: PILOT Notice: The Overlook

1 message

Phil Noblett <pnoblett@chattanooga.gov> Mon, May 18, 2026 at 10:41 AM
To: Maria Manalla <mmanalla@chattanooga.gov>

I also need copies of this email and the PILOT notice that Hanneke sent to the County officials and City officials.

PAN

---------- Forwarded message ---------
From: **Hanneke van Deursen** <hvandeursen@chattanooga.gov>
Date: Fri, May 8, 2026 at 4:31 PM
Subject: PILOT Notice: The Overlook
To: LeBoeuf, Alexa <ALeBoeuf@hamiltontn.gov>
Cc: Varnell, Janie <JanieV@hamiltontn.gov>, Haynes, Marty <MartyH@hamiltontn.gov>, Sanders, Laura <LauraS@hamiltontn.gov>, Bedwell, Susan <SusanB@hamiltontn.gov>, Bell, Donald <donaldb@hamiltontn.gov>, Tim Kelly <tkelly@chattanooga.gov>, Kevin Roig <kroig@chattanooga.gov>, Jeffrey Davis <jdavis1@chattanooga.gov>, Phil Noblett <pnoblett@chattanooga.gov>, Nicole Heyman <jheyman@chattanooga.gov>, Mark Mamantov <mmamantov@bassberry.com>, <ClaireM@hamiltontn.gov>, <KenSmith@hamiltontn.gov>, <westonw@hamiltontn.gov>

Dear Alexa,

Following our recent discussions regarding notice to the County for Affordable Housing PILOT applications, we have developed the attached notice form. Going forward, this form will be provided in advance of any PILOT application proceeding to the Health, Educational, and Housing Facility Board for approval, in order to support clarity and transparency in the process.

The attached notice pertains to The Overlook Apartments, which was referenced in our earlier discussions. The application was initially submitted on August 28, 2025, and an application conference was held with the Assessor's Office on October 8, 2025. The applicant subsequently paused the process. The project is now proceeding in advance of a scheduled financial closing.

Please let me know if you have any questions.

Sincerely,

Hanneke van Deursen
Director of Housing Finance

City of Chattanooga

Economic Development

E: hvandeursen@chattanooga.gov

M: 507-990-3019

W: https://chattanooga.gov

ONE CHATTANOOGA

--
Phillip A. Noblett

Chattanooga City Attorney
100 East 11th Street, Suite 200
Chattanooga, TN 37402
P: (423) 643-8250 or (423) 643-8233
E: pnoblett@chattanooga.gov
W: www.chattanooga.gov/attorney-office

CONFIDENTIAL: SUBJECT TO ATTORNEY-CLIENT PRIVILEGE

260508 PILOT Notice - The Overlook.pdf
467K

PILOT Application Notice (LIHTC)

To	Hamilton County c/o Alexa LeBoeuf, Executive Director (OECD)
CC	Weston Wamp, Claire McVay, Ken Smith, Marty Haynes, Janie Varnell, Laura Sanders, Susan Bedwell, Donald Bell, Tim Kelly, Kevin Roig, Jeff Davis, Phil Noblett, Nicole Heyman, Mark Mamantov
From	City of Chattanooga c/o Hanneke van Deursen, Director of Housing Finance
Date	May 8, 2026

This document provides formal notice of an upcoming Affordable Housing PILOT application for a project to be presented to the Health, Educational, and Housing Facility Board. Pursuant to applicable Tennessee law, this project will proceed upon authorization by letter from the City Mayor, as it includes Low-Income Housing Tax Credit financing. In accordance with the PILOT Lease and Agreement, copies of all required notices shall be transmitted to the Hamilton County Assessor of Property and the Hamilton County Trustee.

Project Overview	
Project Name	The Overlook Apartments
Project Address	1201 Boynton Drive
Parcel(s)	145C A 003
Project Type	Rehabilitation
Low-Income Housing Tax Credit	Yes
Housing Units	162
Affordability	100% of units restricted to 60% AMI.
PILOT Timeline	
Initial Application	August 28, 2025

Assessor Conference	October 8, 2025
HEB Presentation Date	May 18, 2026
Construction Start Deadline	May 18, 2027
Completion Deadline	May 18, 2029
PILOT Term	15 years commencing January 1 following Completion Date
PILOT Payment	
Base Taxes	Frozen at current levels (City and County)
County School Taxes	Paid on improvement value ($5,366,700) with 3% annual escalation

LIHTC PILOT Payment Schedule

Project: The Overlook

Property Assessment	
Current Appraised Value	**$5,497,800**
Post-Development Value	$10,864,500
Improvement Value	**$5,366,700**

2025 Tax Rates	
City Tax	1.9300%
County Tax (minus School)	0.8617%
County School Tax	0.6540%

Tax Abatement Period	Base City Taxes	Base County Taxes	Improvements School Taxes	Total In Lieu Payments	City Portion	County Portion
Year 1	$42,443	$33,332	$14,039	**$89,814**	$42,443	$47,371
Year 2	$42,443	$33,332	$14,460	**$90,236**	$42,443	$47,793
Year 3	$42,443	$33,332	$14,894	**$90,669**	$42,443	$48,226
Year 4	$42,443	$33,332	$15,341	**$91,116**	$42,443	$48,673
Year 5	$42,443	$33,332	$15,801	**$91,576**	$42,443	$49,133
Year 6	$42,443	$33,332	$16,275	**$92,050**	$42,443	$49,607
Year 7	$42,443	$33,332	$16,764	**$92,539**	$42,443	$50,096
Year 8	$42,443	$33,332	$17,267	**$93,042**	$42,443	$50,599
Year 9	$42,443	$33,332	$17,785	**$93,560**	$42,443	$51,117
Year 10	$42,443	$33,332	$18,318	**$94,093**	$42,443	$51,650
Year 11	$42,443	$33,332	$18,868	**$94,643**	$42,443	$52,200
Year 12	$42,443	$33,332	$19,434	**$95,209**	$42,443	$52,766
Year 13	$42,443	$33,332	$20,017	**$95,792**	$42,443	$53,349
Year 14	$42,443	$33,332	$20,617	**$96,392**	$42,443	$53,949
Year 15	$42,443	$33,332	$21,236	**$97,011**	$42,443	$54,568

NOTICE OF MEETING AND PUBLIC HEARINGS

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”), will meet in public session at 12:30 p.m. local time, on Monday June 15, 2026 at the Council Assembly Room or the J. B. Collins Conference Room, located in the John P. Franklin, Sr. Council Building, 1000 Lindsay Street, Chattanooga, Tennessee, for the purpose of considering and transacting all business which may properly come before the Board, such business to include, but not necessarily be limited to, the following:

1. Pursuant to Section 8-44-112 of the Tennessee Code Annotated, the Board holds a designated public comment period at each meeting. Members of the public in attendance may provide comments to the Board during such designated time. No advance registration is required.

2. The request of Standifer Gap P1, LP, a Tennessee limited partnership, for preliminary approval of the issuance of multifamily housing revenue bonds, in one or more series (the “Standifer Gap P1 Bonds”), in an amount not to exceed $50,000,000, the proceeds of the sale thereof to be loaned to Standifer Gap P1, LP to finance the acquisition, construction, and equipping of an approximately 259 unit multifamily housing facility to be located at or near 7610 Standifer Gap Road, Chattanooga, Hamilton County, Tennessee 37421 (the “Standifer Gap P1 Apartments”). Standifer Gap P1, LP will be the owner and operator of the Standifer Gap P1 Apartments to be financed with the proceeds of the Standifer Gap P1 Bonds.

3. The request of Standifer Gap P2, LP, a Tennessee limited partnership, for preliminary approval of the issuance of multifamily housing revenue bonds, in one or more series (the “Standifer Gap P2 Bonds”), in an amount not to exceed $50,000,000, the proceeds of the sale thereof to be loaned to Standifer Gap P2, LP to finance the acquisition, construction, and equipping of an approximately 223 unit multifamily housing facility to be located at or near 7610 Standifer Gap Road, Chattanooga, Hamilton County, Tennessee 37421 (the “Standifer Gap P2 Apartments”). Standifer Gap P2, LP will be the owner and operator of the Standifer Gap P2 Apartments to be financed with the proceeds of the Standifer Gap P2 Bonds.

Public hearings (pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended) will be held at the above scheduled meeting by the Board in connection with (i) the issuance of the Standifer Gap P1 Bonds and the location and nature of the Standifer Gap P1 Apartments to be financed with the proceeds of the Standifer Gap P1 Bonds, and (ii) the issuance of the Standifer Gap P2 Bonds and the location and nature of the Standifer Gap P2 Apartments to be financed with the proceeds of the Standifer Gap P2 Bonds. At such public hearings there will be an opportunity for persons to express their views concerning the foregoing. Anyone may appear in person at such public hearings or submit written comments to be considered thereat.

Additional information concerning the above may be obtained from, and written comments should be addressed to, Phillip A. Noblett, Esq., 100 East 11th Street, Suite 200, Chattanooga, Tennessee 37402, telephone number (423) 643-8250.

Hicks Armor, Chair

A RESOLUTION AUTHORIZING, SUBJECT TO CERTAIN CONDITIONS, THE ISSUANCE OF NOT TO EXCEED $50,000,000 MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE SERIES, REGARDING STANDIFER GAP P1, LP, APPLICANT, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN MULTIFAMILY HOUSING FACILITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

WHEREAS, THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the "Issuer"), is authorized by the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the "Act"), to issue, sell, and deliver revenue bonds, and to use the proceeds therefrom for, among other things, financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties for the purpose of enabling certain types of entities to provide facilities, including multifamily housing facilities, in order to promote the welfare, prosperity, health, and living conditions of the people of the State of Tennessee;

WHEREAS, Standifer Gap P1, LP (the "Applicant"), a Tennessee limited partnership, has informed the Issuer that the Applicant desires to finance the acquisition, construction and equipping of an approximately 259 unit multifamily housing facility to be located at or near 7610 Standifer Gap Road in Chattanooga, Hamilton County, Tennessee (collectively, the "Project");

WHEREAS, in connection with the above, the Applicant has requested that the Issuer authorize the issuance, sale, and delivery of not to exceed Fifty Million Dollars ($50,000,000) in revenue bonds (the "Bonds"), in one or more series, for the purpose of providing financing for the Project, the proceeds of the Bonds to be loaned to the Applicant for the purpose of paying the costs of the Project and other costs related thereto, the Applicant to make aggregate loan payments equivalent to the debt service on the then outstanding Bonds;

WHEREAS, there has been prepared and submitted to this meeting of the Board of Directors of the Issuer a proposed agreement (the "Agreement") to be executed by the Issuer and the Applicant in connection with the financing of the Project, a copy of such Agreement being attached hereto and incorporated herein as fully as though copied; and,

WHEREAS, the Issuer is of the opinion that the issuance of the Bonds and the financing of the Project will effectuate the public purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AS FOLLOWS:

(1) The Issuer hereby approves the issuance of the Bonds for the purposes specified in the preamble hereto and the Agreement, subject only to the submission of implementing documents (including, but not limited to, an opinion of Counsel for the Issuer that the Project constitutes a "project", as such term is defined in the Act) satisfactory to the Issuer and its Legal Counsel.

HEB-2026-08

(2) The action taken by the Issuer, as evidenced by the execution of the Agreement, does not hereby express an endorsement or preference of the Issuer for the project herein proposed relative to any other project with respect to any restrictions, reviews, requirements, or approvals applicable to such projects by any law either existing or subsequently enacted.

(3) The form, content, and provisions of the Agreement are hereby approved and the Chair and the Vice-Chair, or either of them, of the Issuer are hereby authorized and directed to execute and deliver such Agreement on behalf of the Issuer, with such changes therein as they, or either of them, may approve, the signature affixed thereof of such Chair or Vice-Chair to be conclusive evidence of such approval.

(4) The officers and employees of the Issuer are hereby authorized and directed to take such further actions as are necessary or desirable to carry out the intent and purposes of the Agreement and to issue the Bonds upon the terms and conditions stated in such Agreement.

(5) 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 Applicant:

(a) The Applicant reasonably expects to reimburse itself for the Project expenditures with proceeds of the Bonds.

(b) The maximum principal amount of debt expected to be issued for the reimbursement purposes described herein is $50,000,000.

(c) 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).

(d) 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).

Adopted and approved this 15th day of June, 2026.

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD FOR THE CITY OF CHATTANOOGA, TENNESSEE

____

Hicks Armor, *Chair*

ATTEST:

____

Hank Wells, *Secretary*

HEB-2026-08

This document prepared by:
Adams and Reese LLP
Nashville, Tennessee 37203

AGREEMENT TO ISSUE BONDS

This AGREEMENT TO ISSUE BONDS (this "Agreement"), dated as of June 15, 2026, made and executed by and between THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the "Issuer"), a public, nonprofit corporation organized and existing under the laws of the State of Tennessee, and STANDIFER GAP P1, LP (the "Applicant"), a Tennessee limited partnership:

W I T N E S S E T H:

For and in consideration of the mutual covenants and undertakings set forth herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitation of Facts. As a means of setting forth the matters of mutual inducement which have resulted in the making and execution of this Agreement, the following statements of fact are hereby recited:

(a) The Issuer is authorized by the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the "Act"), to issue, sell, and deliver revenue bonds and to use the proceeds therefrom for, among other things, financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties for the purpose of enabling certain types of entities to provide facilities, including multifamily housing facilities, in order to promote the welfare, prosperity, health, and living conditions of the people of the State of Tennessee;

(b) The Applicant desires to finance the acquisition, construction and equipping of an approximately 259 unit multifamily housing facility to be located at or near 7610 Standifer Gap Road, Chattanooga, Hamilton County, Tennessee (collectively, the "Project");

(c) It is estimated by the Applicant that the financing of the Project, together with related financing, architectural, engineering, legal, accounting, consulting, and other professional charges, fees, and expenses, will require an expenditure of not to exceed Fifty Million Dollars ($50,000,000) in revenue bonds;

(d) The Applicant has advised the Issuer that the plans of the Applicant to acquire and construct the Project are dependent upon certain assistance which the Issuer can provide, such assistance being more fully specified in paragraph (a) of Section 2 hereof;

(e) The Issuer has duly considered the nature of the Project, and has found and determined that the assistance specified in paragraph (a) of Section 2 hereof will be in furtherance of the public purposes for which the Issuer was created; and,

(f) The Issuer has, therefore, determined that the issuance, sale, and delivery of the Bonds, as such term is hereinafter defined, for the purposes, described in paragraph (a) of Section 2 hereof, are necessary to implement the public purposes enumerated in the Act.

Section 2. Undertakings on the Part of the Issuer. Subject to the provisions and limitations contained in the Act and in any and all other applicable statutes, laws, ordinances, and regulations, whether federal, state, local, or otherwise, the Issuer hereby agrees as follows:

(a) That it will authorize the issuance, sale, and delivery of the revenue bonds, in one or more series, in the aggregate principal amount of not to exceed Fifty Million Dollars ($50,000,000) (the “Bonds”), the proceeds of the sale thereof to be loaned to the Applicant for the purpose of paying the costs of the Project and other costs related thereto, the Applicant to make aggregate loan payments sufficient to pay, when and as due, the debt service on the then outstanding Bonds, and in addition, such other payments as may be customary in such proceedings;

(b) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of one or more loan agreements, indentures, or other documents (such loan agreements, indentures, or other documents being herein called, the “Indentures”), from the Issuer to the purchaser or purchasers (individually, the “Purchaser”; collectively, the “Purchasers”) of such Bonds, or to one or more trustees (individually, the “Trustee”; collectively, the “Trustees”) to be nominated, subject to the approval of the Issuer, by the Applicant, each of such Indentures to contain such terms and provisions as are customary for similar loan agreements, indentures, or other documents in the State of Tennessee, and as are mutually agreeable to the Issuer, the applicable Purchaser or Purchasers, or the applicable Trustee or Trustees, and the Applicant;

(c) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of one or more loan agreements (the “Loan Agreements”) providing for the loan of the proceeds of the Bonds, as provided in paragraph (a) of this Section, to the Applicant, each of such Loan Agreements to contain such terms and provisions as are customary for similar loan agreements in the State of Tennessee, and as are mutually agreeable to the Issuer and the Applicant;

(d) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in paragraph (a) of Section 2 hereof, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the Issuer and the Applicant;

(e) That it will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement its undertakings hereunder; and,

(f) That, based upon the representations of the Applicant that it is necessary to proceed immediately with the Project, the Issuer hereby agrees that the Applicant may proceed with such plans for the Project, enter into contracts for the Project, and take such other steps as may be deemed appropriate by the Applicant in connection therewith, as soon as practicable, so that the inhabitants of the State of Tennessee may benefit from the Project without delay, the

Applicant being hereby authorized to be reimbursed from the proceeds of the Bonds, if issued, for all costs so incurred by, or behalf of such Applicant; provided, however, that nothing herein contained shall be deemed to authorize the Applicant to obligate the Issuer in any manner for the payment of any monies except from the proceeds of the Bonds, or for the performance of any acts in connection with the Project, except as otherwise herein expressly provided.

Section 3. Undertakings on the Part of the Applicant. The Applicant hereby agrees as follows:

(a) That the Applicant will authorize such proceedings as may be necessary or desirable to execute and deliver the Loan Agreements on behalf of the Applicant;

(b) That the Applicant will authorize, execute, and deliver such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in paragraph (a) of Section 2 hereof, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the Issuer and the Applicant;

(c) That the Applicant will perform such other or further acts, and adopt such other or further proceedings as may be necessary or desirable to faithfully implement the undertakings hereunder of the Applicant; and,

(d) That the Applicant will hold the Issuer harmless from all pecuniary liability, and will reimburse the Issuer for all expenses which it or its legal counsel may incur in the fulfillment and implementation of its obligations hereunder, which covenant shall survive any termination of this Agreement.

Section 4. No Liability of the City of Chattanooga, Tennessee. Anything herein contained to the contrary notwithstanding, no commitment set forth herein of the Issuer shall result in the City of Chattanooga, Tennessee, being or becoming liable for the payment of the principal of, or the interest on, the Bonds, or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever of the Issuer, and none of the Bonds, nor any of the agreements or obligations of the Issuer shall be construed to constitute an indebtedness of the City of Chattanooga, Tennessee, within the meaning of any constitutional or statutory provision whatsoever.

Section 5. Mutual Agreements as to Terms of Documents. All commitments herein contained of the Issuer and of the Applicant are subject to the express provision that the Issuer and the Applicant agree upon mutually acceptable terms and conditions of all documents, including, but not limited to, the Indentures and the Loan Agreements, whose execution and delivery are contemplated by the provisions hereof.

Section 6. Other Conditions. All commitments of the Issuer under Section 2 hereof, and of the Applicant under Section 3 hereof, are subject to, in addition to any and all other conditions contained herein, an opinion of Counsel for the Issuer that the project constitutes a "project," as such term is defined in the Act. The action taken by the Issuer, as evidenced by the execution of this Agreement, does not express an endorsement or preference of the Issuer for the project herein proposed relative to any other project with respect to any restrictions, reviews, requirements, or approvals applicable to such projects by any law either existing or subsequently enacted.

Section 7. Termination of Agreement. This Agreement, and all of the terms and provisions hereof, shall terminate and be of no further force and effect from and after the issuance, sale, and delivery of the Bonds. Furthermore, if such Bonds, for any reason whatsoever, have not been sold and delivered by December 31, 2027, this Agreement, and all of the terms and provisions hereof (except as herein specified), shall become void and of no further force and effect, unless extended by agreement of the parties hereto.

Section 8. Payment of Fees. The Applicant shall pay all fees, costs, and expenses, including reasonable attorneys' fees, incurred by the Issuer or its Legal Counsel in connection with the financing herein contemplated, including proceedings preliminary thereto, as such fees, costs, and expenses accrue and such obligation to pay such fees, costs, and expenses shall survive any termination thereof.

Section 9. Execution of Agreement. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, each after due consideration and authorization, have executed this Agreement on the date first above written.

THE HEALTH, EDUCATIONAL AND HOUSING FACILITIES BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE

By: ____
Chair

STANDIFER GAP P1, LP

By: ____

Its: ____

NOTICE OF MEETING AND PUBLIC HEARINGS

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the "Board"), will meet in public session at 12:30 p.m. local time, on Monday June 15, 2026 at the Council Assembly Room or the J. B. Collins Conference Room, located in the John P. Franklin, Sr. Council Building, 1000 Lindsay Street, Chattanooga, Tennessee, for the purpose of considering and transacting all business which may properly come before the Board, such business to include, but not necessarily be limited to, the following:

1. Pursuant to Section 8-44-112 of the Tennessee Code Annotated, the Board holds a designated public comment period at each meeting. Members of the public in attendance may provide comments to the Board during such designated time. No advance registration is required.

2. The request of Standifer Gap P1, LP, a Tennessee limited partnership, for preliminary approval of the issuance of multifamily housing revenue bonds, in one or more series (the "Standifer Gap P1 Bonds"), in an amount not to exceed $50,000,000, the proceeds of the sale thereof to be loaned to Standifer Gap P1, LP to finance the acquisition, construction, and equipping of an approximately 259 unit multifamily housing facility to be located at or near 7610 Standifer Gap Road, Chattanooga, Hamilton County, Tennessee 37421 (the "Standifer Gap P1 Apartments"). Standifer Gap P1, LP will be the owner and operator of the Standifer Gap P1 Apartments to be financed with the proceeds of the Standifer Gap P1 Bonds.

3. The request of Standifer Gap P2, LP, a Tennessee limited partnership, for preliminary approval of the issuance of multifamily housing revenue bonds, in one or more series (the "Standifer Gap P2 Bonds"), in an amount not to exceed $50,000,000, the proceeds of the sale thereof to be loaned to Standifer Gap P2, LP to finance the acquisition, construction, and equipping of an approximately 223 unit multifamily housing facility to be located at or near 7610 Standifer Gap Road, Chattanooga, Hamilton County, Tennessee 37421 (the "Standifer Gap P2 Apartments"). Standifer Gap P2, LP will be the owner and operator of the Standifer Gap P2 Apartments to be financed with the proceeds of the Standifer Gap P2 Bonds.

Public hearings (pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended) will be held at the above scheduled meeting by the Board in connection with (i) the issuance of the Standifer Gap P1 Bonds and the location and nature of the Standifer Gap P1 Apartments to be financed with the proceeds of the Standifer Gap P1 Bonds, and (ii) the issuance of the Standifer Gap P2 Bonds and the location and nature of the Standifer Gap P2 Apartments to be financed with the proceeds of the Standifer Gap P2 Bonds. At such public hearings there will be an opportunity for persons to express their views concerning the foregoing. Anyone may appear in person at such public hearings or submit written comments to be considered thereat.

Additional information concerning the above may be obtained from, and written comments should be addressed to, Phillip A. Noblett, Esq., 100 East 11th Street, Suite 200, Chattanooga, Tennessee 37402, telephone number (423) 643-8250.

Hicks Armor, Chair

A RESOLUTION AUTHORIZING, SUBJECT TO CERTAIN CONDITIONS, THE ISSUANCE OF NOT TO EXCEED $50,000,000 MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE SERIES, REGARDING STANDIFER GAP P2, LP, APPLICANT, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN MULTIFAMILY HOUSING FACILITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

WHEREAS, THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the "Issuer"), is authorized by the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the "Act"), to issue, sell, and deliver revenue bonds, and to use the proceeds therefrom for, among other things, financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties for the purpose of enabling certain types of entities to provide facilities, including multifamily housing facilities, in order to promote the welfare, prosperity, health, and living conditions of the people of the State of Tennessee;

WHEREAS, Standifer Gap P2, LP (the "Applicant"), a Tennessee limited partnership, has informed the Issuer that the Applicant desires to finance the acquisition, construction and equipping of an approximately 223 unit multifamily housing facility to be located at or near 7610 Standifer Gap Road in Chattanooga, Hamilton County, Tennessee (collectively, the "Project");

WHEREAS, in connection with the above, the Applicant has requested that the Issuer authorize the issuance, sale, and delivery of not to exceed Fifty Million Dollars ($50,000,000) in revenue bonds (the "Bonds"), in one or more series, for the purpose of providing financing for the Project, the proceeds of the Bonds to be loaned to the Applicant for the purpose of paying the costs of the Project and other costs related thereto, the Applicant to make aggregate loan payments equivalent to the debt service on the then outstanding Bonds;

WHEREAS, there has been prepared and submitted to this meeting of the Board of Directors of the Issuer a proposed agreement (the "Agreement") to be executed by the Issuer and the Applicant in connection with the financing of the Project, a copy of such Agreement being attached hereto and incorporated herein as fully as though copied; and,

WHEREAS, the Issuer is of the opinion that the issuance of the Bonds and the financing of the Project will effectuate the public purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, AS FOLLOWS:

(1) The Issuer hereby approves the issuance of the Bonds for the purposes specified in the preamble hereto and the Agreement, subject only to the submission of implementing documents (including, but not limited to, an opinion of Counsel for the Issuer that the Project constitutes a "project", as such term is defined in the Act) satisfactory to the Issuer and its Legal Counsel.

(2) The action taken by the Issuer, as evidenced by the execution of the Agreement, does not hereby express an endorsement or preference of the Issuer for the project herein proposed relative to any other project with respect to any restrictions, reviews, requirements, or approvals applicable to such projects by any law either existing or subsequently enacted.

(3) The form, content, and provisions of the Agreement are hereby approved and the Chair and the Vice-Chair, or either of them, of the Issuer are hereby authorized and directed to execute and deliver such Agreement on behalf of the Issuer, with such changes therein as they, or either of them, may approve, the signature affixed thereof of such Chair or Vice-Chair to be conclusive evidence of such approval.

(4) The officers and employees of the Issuer are hereby authorized and directed to take such further actions as are necessary or desirable to carry out the intent and purposes of the Agreement and to issue the Bonds upon the terms and conditions stated in such Agreement.

(5) 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 Applicant:

(a) The Applicant reasonably expects to reimburse itself for the Project expenditures with proceeds of the Bonds.

(b) The maximum principal amount of debt expected to be issued for the reimbursement purposes described herein is $50,000,000.

(c) 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).

(d) 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).

Adopted and approved this 15th day of June, 2026.

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD FOR THE CITY OF CHATTANOOGA, TENNESSEE

____
Hicks Armor, *Chair*

ATTEST:

____
Hank Wells, *Secretary*

HEB-2026-09

This document prepared by:
Adams and Reese LLP
Nashville, Tennessee 37203

AGREEMENT TO ISSUE BONDS

This AGREEMENT TO ISSUE BONDS (this "Agreement"), dated as of June 15, 2026, made and executed by and between THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the "Issuer"), a public, nonprofit corporation organized and existing under the laws of the State of Tennessee, and STANDIFER GAP P2, LP (the "Applicant"), a Tennessee limited partnership:

W I T N E S S E T H:

For and in consideration of the mutual covenants and undertakings set forth herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitation of Facts. As a means of setting forth the matters of mutual inducement which have resulted in the making and execution of this Agreement, the following statements of fact are hereby recited:

(a) The Issuer is authorized by the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the "Act"), to issue, sell, and deliver revenue bonds and to use the proceeds therefrom for, among other things, financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties for the purpose of enabling certain types of entities to provide facilities, including multifamily housing facilities, in order to promote the welfare, prosperity, health, and living conditions of the people of the State of Tennessee;

(b) The Applicant desires to finance the acquisition, construction and equipping of an approximately 223 unit multifamily housing facility to be located at or near 7610 Standifer Gap Road, Chattanooga, Hamilton County, Tennessee (collectively, the "Project");

(c) It is estimated by the Applicant that the financing of the Project, together with related financing, architectural, engineering, legal, accounting, consulting, and other professional charges, fees, and expenses, will require an expenditure of not to exceed Fifty Million Dollars ($50,000,000) in revenue bonds;

(d) The Applicant has advised the Issuer that the plans of the Applicant to acquire and construct the Project are dependent upon certain assistance which the Issuer can provide, such assistance being more fully specified in paragraph (a) of Section 2 hereof;

(e) The Issuer has duly considered the nature of the Project, and has found and determined that the assistance specified in paragraph (a) of Section 2 hereof will be in furtherance of the public purposes for which the Issuer was created; and,

(f) The Issuer has, therefore, determined that the issuance, sale, and delivery of the Bonds, as such term is hereinafter defined, for the purposes, described in paragraph (a) of Section 2 hereof, are necessary to implement the public purposes enumerated in the Act.

Section 2. Undertakings on the Part of the Issuer. Subject to the provisions and limitations contained in the Act and in any and all other applicable statutes, laws, ordinances, and regulations, whether federal, state, local, or otherwise, the Issuer hereby agrees as follows:

(a) That it will authorize the issuance, sale, and delivery of the revenue bonds, in one or more series, in the aggregate principal amount of not to exceed Fifty Million Dollars ($50,000,000) (the "Bonds"), the proceeds of the sale thereof to be loaned to the Applicant for the purpose of paying the costs of the Project and other costs related thereto, the Applicant to make aggregate loan payments sufficient to pay, when and as due, the debt service on the then outstanding Bonds, and in addition, such other payments as may be customary in such proceedings;

(b) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of one or more loan agreements, indentures, or other documents (such loan agreements, indentures, or other documents being herein called, the "Indentures"), from the Issuer to the purchaser or purchasers (individually, the "Purchaser"; collectively, the "Purchasers") of such Bonds, or to one or more trustees (individually, the "Trustee"; collectively, the "Trustees") to be nominated, subject to the approval of the Issuer, by the Applicant, each of such Indentures to contain such terms and provisions as are customary for similar loan agreements, indentures, or other documents in the State of Tennessee, and as are mutually agreeable to the Issuer, the applicable Purchaser or Purchasers, or the applicable Trustee or Trustees, and the Applicant;

(c) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of one or more loan agreements (the "Loan Agreements") providing for the loan of the proceeds of the Bonds, as provided in paragraph (a) of this Section, to the Applicant, each of such Loan Agreements to contain such terms and provisions as are customary for similar loan agreements in the State of Tennessee, and as are mutually agreeable to the Issuer and the Applicant;

(d) That it will adopt, in connection with the issuance of the Bonds, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in paragraph (a) of Section 2 hereof, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the Issuer and the Applicant;

(e) That it will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement its undertakings hereunder; and,

(f) That, based upon the representations of the Applicant that it is necessary to proceed immediately with the Project, the Issuer hereby agrees that the Applicant may proceed with such plans for the Project, enter into contracts for the Project, and take such other steps as may be deemed appropriate by the Applicant in connection therewith, as soon as practicable, so that the inhabitants of the State of Tennessee may benefit from the Project without delay, the

Applicant being hereby authorized to be reimbursed from the proceeds of the Bonds, if issued, for all costs so incurred by, or behalf of such Applicant; provided, however, that nothing herein contained shall be deemed to authorize the Applicant to obligate the Issuer in any manner for the payment of any monies except from the proceeds of the Bonds, or for the performance of any acts in connection with the Project, except as otherwise herein expressly provided.

Section 3. Undertakings on the Part of the Applicant. The Applicant hereby agrees as follows:

(a) That the Applicant will authorize such proceedings as may be necessary or desirable to execute and deliver the Loan Agreements on behalf of the Applicant;

(b) That the Applicant will authorize, execute, and deliver such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in paragraph (a) of Section 2 hereof, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the Issuer and the Applicant;

(c) That the Applicant will perform such other or further acts, and adopt such other or further proceedings as may be necessary or desirable to faithfully implement the undertakings hereunder of the Applicant; and,

(d) That the Applicant will hold the Issuer harmless from all pecuniary liability, and will reimburse the Issuer for all expenses which it or its legal counsel may incur in the fulfillment and implementation of its obligations hereunder, which covenant shall survive any termination of this Agreement.

Section 4. No Liability of the City of Chattanooga, Tennessee. Anything herein contained to the contrary notwithstanding, no commitment set forth herein of the Issuer shall result in the City of Chattanooga, Tennessee, being or becoming liable for the payment of the principal of, or the interest on, the Bonds, or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever of the Issuer, and none of the Bonds, nor any of the agreements or obligations of the Issuer shall be construed to constitute an indebtedness of the City of Chattanooga, Tennessee, within the meaning of any constitutional or statutory provision whatsoever.

Section 5. Mutual Agreements as to Terms of Documents. All commitments herein contained of the Issuer and of the Applicant are subject to the express provision that the Issuer and the Applicant agree upon mutually acceptable terms and conditions of all documents, including, but not limited to, the Indentures and the Loan Agreements, whose execution and delivery are contemplated by the provisions hereof.

Section 6. Other Conditions. All commitments of the Issuer under Section 2 hereof, and of the Applicant under Section 3 hereof, are subject to, in addition to any and all other conditions contained herein, an opinion of Counsel for the Issuer that the project constitutes a "project," as such term is defined in the Act. The action taken by the Issuer, as evidenced by the execution of this Agreement, does not express an endorsement or preference of the Issuer for the project herein proposed relative to any other project with respect to any restrictions, reviews, requirements, or approvals applicable to such projects by any law either existing or subsequently enacted.

Section 7. Termination of Agreement. This Agreement, and all of the terms and provisions hereof, shall terminate and be of no further force and effect from and after the issuance, sale, and delivery of the Bonds. Furthermore, if such Bonds, for any reason whatsoever, have not been sold and delivered by December 31, 2027, this Agreement, and all of the terms and provisions hereof (except as herein specified), shall become void and of no further force and effect, unless extended by agreement of the parties hereto.

Section 8. Payment of Fees. The Applicant shall pay all fees, costs, and expenses, including reasonable attorneys' fees, incurred by the Issuer or its Legal Counsel in connection with the financing herein contemplated, including proceedings preliminary thereto, as such fees, costs, and expenses accrue and such obligation to pay such fees, costs, and expenses shall survive any termination thereof.

Section 9. Execution of Agreement. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, each after due consideration and authorization, have executed this Agreement on the date first above written.

THE HEALTH, EDUCATIONAL AND HOUSING FACILITIES BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE

By: ____
Chair

STANDIFER GAP P2, LP

By: ____

Its: ____

NOTICE OF A PUBLIC MEETING AND PUBLIC HEARINGS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE RELATIVE TO REVENUE BOND ISSUES

NOTICE IS HEREBY GIVEN that The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee (the "Board") will hold a public meeting and public hearings on June 15, 2026 at 12:30 p.m. in the John P. Franklin, Sr. Council Building Assembly Room or J.B. Collins Conference Room of the City Council Building located at 1000 Lindsay Street in Chattanooga, Tennessee to consider and act upon all business which may properly come before the Board, said business to include, but not necessarily be limited to:

1. The issuance of the Board's exempt facility revenue bonds in the total principal amount not to exceed $17,800,000 (the "Kensington Bonds"), the proceeds of which, if issued, would be loaned to Standard Kensington Venture LP for the purposes of financing the acquisition and construction of a multifamily housing facility for low and moderate-income citizens (the "Kensington Project") located at 1113 Kinsey Dr. in Chattanooga, Tennessee. The expected initial principal user of the Kensington Project is expected to be Standard Kensington Venture LP.

2. The issuance of the Board's exempt facility revenue bonds in the total principal amount not to exceed $31,000,000 (the "Brainerd Bonds" and together with the Kensington Bonds, the "Bonds"), the proceeds of which, if issued, would be loaned to Standard Brainerd Venture LP for the purposes of financing the acquisition and construction of a multifamily housing facility for low and moderate-income citizens (the "Brainerd Project") located at 7453 E Brainerd Road in Chattanooga, Tennessee. The expected initial principal user of the Brainerd Project is expected to be Standard Brainerd Venture LP.

THE BONDS, IF ISSUED, WOULD NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE BOARD, THE CITY OF CHATTANOOGA, THE STATE OF TENNESSEE, OR ANY POLITICAL SUBDIVISION THEREOF.

At the meeting referenced above, the Board will reserve a period for public comment, and any person wanting to provide public comment at the meeting shall express their desire to do so prior to the meeting.

The public hearings referenced above will be held pursuant to the requirements of Section 147(f) of the U.S. Internal Revenue Code of 1986, as amended. Any person interested in the issuance of the Bonds or the location or purpose of the assets to be financed or refinanced with the proceeds of the Bonds is invited to attend the public hearing (which may be continued or adjourned to a later date), and they will be given an opportunity to express their views both orally and in written form concerning the proposed issuance of the Bonds and the financing and refinancing of the projects with the proceeds thereof. For further information, contact Phillip A. Noblett, Esq., City of Chattanooga Attorneys' Office, 100 East 11th Street, Suite 200, Chattanooga, Tennessee 37402, (423) 643-8250.

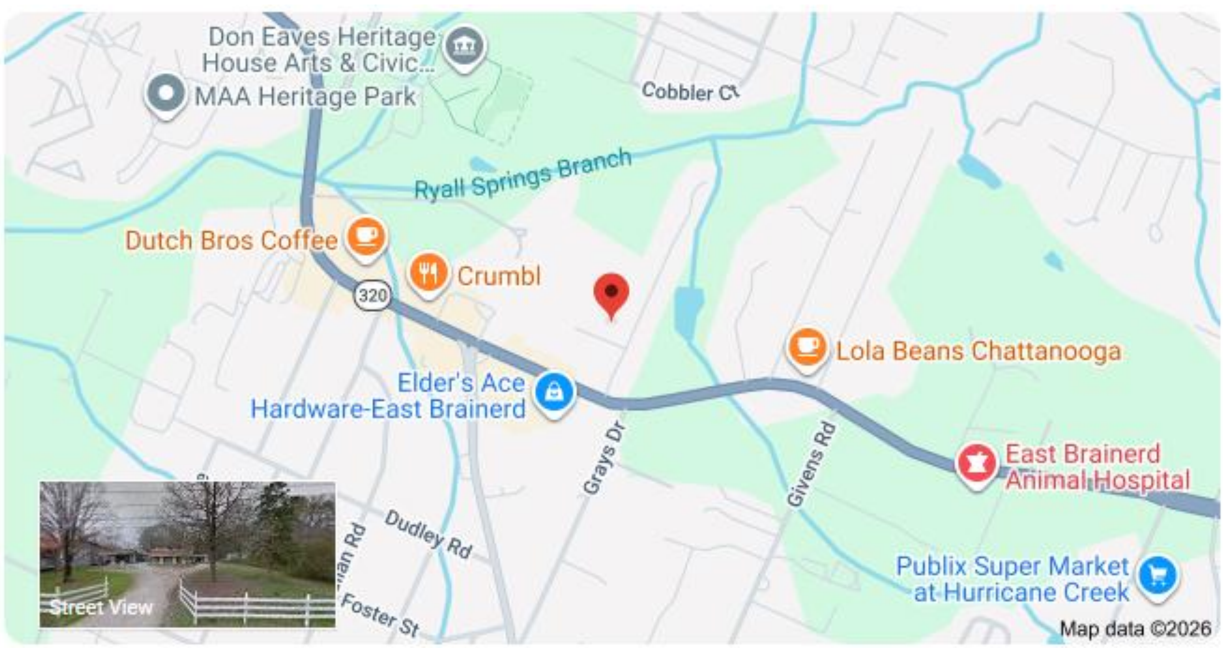
The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee
Multifamily Housing Bonds
(Standard Kensington Project) Series 2026

Summary of Bonds and Project

Board:	The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee
Borrower:	Standard Kensington Venture LP
Bond Amount:	Not to exceed $17,800,000
Project:	Construction of new multifamily housing facility for low and moderate-income citizens to be located at 1113 Kinsey Drive, Chattanooga, Tennessee

Consistent with the bonds that the Board has issued in the past for housing projects, the bonds will be tax-exempt and issued under a conduit bond structure. The bonds will be limited obligations of the Board and will be solely payable from the limited revenues and collateral provided by the Borrower related to the project. Furthermore, the Borrower will be required to indemnify the Board for any liability related to the project or the bonds.

If the Board adopts the preliminary bond inducement resolution, the Borrower will apply to THDA for bond allocation and federal low-income housing tax credits (likely in June 2026). If approved by THDA, the Borrower will come back to the Board to request final bond approval in the fall of 2026 and will hope to close the issuance of the bonds by the end of 2026.



1113 Kinsey Dr
Chattanooga, TN 37421

PRELIMINARY BOND RESOLUTION

A RESOLUTION OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE RELATING TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR AN AMOUNT NOT EXCEEDING $17,800,000 TO PROVIDE FINANCING TO STANDARD KENSINGTON VENTURE LP FOR THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF A MULTIFAMILY HOUSING FACILITY FOR LOW AND MODERATE-INCOME CITIZENS TO BE LOCATED AT 1113 KINSEY DRIVE, CHATTANOOGA, TENNESSEE.

WHEREAS, Standard Kensington Venture LP or an affiliate thereof (the "Applicant"), is considering the acquisition, construction and equipping of a multifamily housing facility for low and moderate-income citizens to be located at 1113 Kinsey Drive, Chattanooga, Tennessee, and wishes to have The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee (the "Board") indicate its willingness to issue revenue bonds to provide financing for such purposes; and

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

WHEREAS, a letter of intent has been presented to the Board under the terms of which the Board agrees, subject to the provisions of such letter, to issue its revenue bonds in an amount not exceeding $17,800,000 to provide financing for such project.

NOW, THEREFORE, BE IT RESOLVED BY The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee as follows:

1. The Board hereby finds that the financing of such above-described project will improve the quality and availability of housing in the City of Chattanooga, Tennessee, and will contribute to the general welfare of the citizens of the City.

2. The Chairman or the Vice Chairman of the Board is hereby authorized to execute a letter of intent with the Applicant in substantially the form thereof as presented to this meeting or with such changes therein as shall be approved by the Chairman or the Vice Chairman. The officers of the Board are hereby authorized to take such further action as is necessary to carry out the intent and purposes of the letter of intent as executed.

3. The Chairman or the Vice Chairman of the Board is hereby authorized to conduct such public hearings on behalf of the Board as the Applicant may request with respect to the project.

4. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

HEB-2026-10

I hereby certify that the foregoing resolution of The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee was duly and lawfully adopted by its Board of Directors on July 15, 2026, at a duly called meeting at which a quorum was acting throughout, and I furthermore certify that such resolution has not been amended or modified in any respect.

Executed as of this 15th day of June, 2026.

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE

By: ______________________________

Name: Hicks Armor

Title: Chair

ATTEST:

____

Hank Wells, Secretary

HEB-2026-10

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA

June 15, 2026

Standard Kensington Venture LP
Chattanooga, Tennessee

Ladies and Gentlemen:

The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee (the "Board") has been informed that Standard Kensington Venture LP or an affiliate thereof (the "Applicant"), is considering the acquisition, construction and equipping of a multifamily housing facility for low and moderate-income citizens to be located at 1113 Kinsey Drive, Chattanooga, Tennessee. The above-described acquisition, construction and equipping with regard to such facility constitutes a "project" within the meaning of T.C.A. § 48-101-301.

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

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

1. The Board will issue, and sell to a purchaser to be designated by the Applicant prior to issuance, revenue bonds (the "Bonds") in the principal amount not to exceed $17,800,000 to provide financing for the project. The Bonds shall be limited obligations of the Board payable solely out of the revenues and receipts derived from the project including loan payments from the Applicant obtained in connection with the financing of the project. In no event shall the Bonds be general obligations of the Board, its directors, or the City of Chattanooga, Tennessee.

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

3. Prior to delivery of the Bonds, the Board and the Applicant will enter into a loan agreement pursuant to which the proceeds from the sale of the Bonds will be used for the purposes hereinabove

indicated and the Applicant will be obligated to make payments sufficient to cover all debt service requirements on the Bonds.

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

5. The Board hereby authorizes the Applicant to commence the acquisition, construction and equipping of the project as soon as practicable so that the inhabitants of the State of Tennessee might benefit from the project without delay. The Applicant may advance any interim funds required and be reimbursed from the proceeds of the Bonds, to the extent allowed by applicable law.

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

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

(a) The Applicant will pay the Board for all expenses incurred by the Board in connection with the financing of the project;

(b) The Applicant will pay the out-of-pocket expenses for attorneys for the Board incurred in connection with the project and will pay attorneys for the Board reasonable fees for legal services related to the project; and

(c) The Applicant will indemnify and hold the Board harmless against any liability which may be incurred by the Board with respect to the project.

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

[Remainder of Page Intentionally Left Blank]

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

Yours very truly,

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE

By:____
Name: Hicks Armor
Title: Chair

ACCEPTANCE OF PROPOSAL
OF
THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF
THE CITY OF CHATTANOOGA

BY

STANDARD KENSINGTON VENTURE LP

The terms and conditions contained in the foregoing proposal by The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee are hereby accepted by Standard Kensington Venture LP as of the date first written above.

Standard Kensington Venture LP

By:____________________________________
Name:__________________________________
Title:___________________________________

50417276.1

NOTICE OF A PUBLIC MEETING AND PUBLIC HEARINGS OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE RELATIVE TO REVENUE BOND ISSUES

NOTICE IS HEREBY GIVEN that The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee (the "Board") will hold a public meeting and public hearings on June 15, 2026 at 12:30 p.m. in the John P. Franklin, Sr. Council Building Assembly Room or J.B. Collins Conference Room of the City Council Building located at 1000 Lindsay Street in Chattanooga, Tennessee to consider and act upon all business which may properly come before the Board, said business to include, but not necessarily be limited to:

1. The issuance of the Board's exempt facility revenue bonds in the total principal amount not to exceed $17,800,000 (the "Kensington Bonds"), the proceeds of which, if issued, would be loaned to Standard Kensington Venture LP for the purposes of financing the acquisition and construction of a multifamily housing facility for low and moderate-income citizens (the "Kensington Project") located at 1113 Kinsey Dr. in Chattanooga, Tennessee. The expected initial principal user of the Kensington Project is expected to be Standard Kensington Venture LP.

2. The issuance of the Board's exempt facility revenue bonds in the total principal amount not to exceed $31,000,000 (the "Brainerd Bonds" and together with the Kensington Bonds, the "Bonds"), the proceeds of which, if issued, would be loaned to Standard Brainerd Venture LP for the purposes of financing the acquisition and construction of a multifamily housing facility for low and moderate-income citizens (the "Brainerd Project") located at 7453 E Brainerd Road in Chattanooga, Tennessee. The expected initial principal user of the Brainerd Project is expected to be Standard Brainerd Venture LP.

THE BONDS, IF ISSUED, WOULD NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE BOARD, THE CITY OF CHATTANOOGA, THE STATE OF TENNESSEE, OR ANY POLITICAL SUBDIVISION THEREOF.

At the meeting referenced above, the Board will reserve a period for public comment, and any person wanting to provide public comment at the meeting shall express their desire to do so prior to the meeting.

The public hearings referenced above will be held pursuant to the requirements of Section 147(f) of the U.S. Internal Revenue Code of 1986, as amended. Any person interested in the issuance of the Bonds or the location or purpose of the assets to be financed or refinanced with the proceeds of the Bonds is invited to attend the public hearing (which may be continued or adjourned to a later date), and they will be given an opportunity to express their views both orally and in written form concerning the proposed issuance of the Bonds and the financing and refinancing of the projects with the proceeds thereof. For further information, contact Phillip A. Noblett, Esq., City of Chattanooga Attorneys' Office, 100 East 11th Street, Suite 200, Chattanooga, Tennessee 37402, (423) 643-8250.

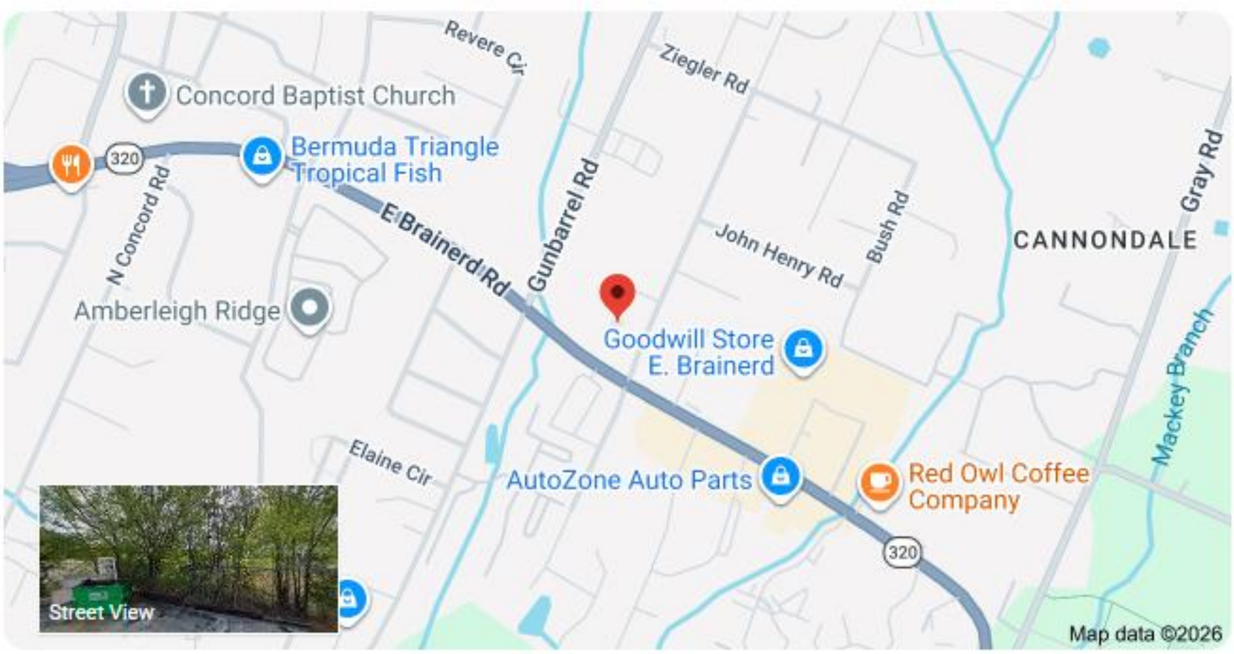
The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee
Multifamily Housing Bonds
(Standard Brainerd Project) Series 2026

Summary of Bonds and Project

Board:	The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee
Borrower:	Standard Brainerd Venture LP
Bond Amount:	Not to exceed $31,000,000
Project:	Construction of new multifamily housing facility for low and moderate-income citizens to be located at 7453 E Brainerd Road, Chattanooga, Tennessee

Consistent with the bonds that the Board has issued in the past for housing projects, the bonds will be tax-exempt and issued under a conduit bond structure. The bonds will be limited obligations of the Board and will be solely payable from the limited revenues and collateral provided by the Borrower related to the project. Furthermore, the Borrower will be required to indemnify the Board for any liability related to the project or the bonds.

If the Board adopts the preliminary bond inducement resolution, the Borrower will apply to THDA for bond allocation and federal low-income housing tax credits (likely in June 2026). If approved by THDA, the Borrower will come back to the Board to request final bond approval in the fall of 2026 and will hope to close the issuance of the bonds by the end of 2026.



7453 E Brainerd Rd

Chattanooga, TN 37421

PRELIMINARY BOND RESOLUTION

A RESOLUTION OF THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE RELATING TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR AN AMOUNT NOT EXCEEDING $31,000,000 TO PROVIDE FINANCING TO STANDARD BRAINERD VENTURE LP FOR THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF A MULTIFAMILY HOUSING FACILITY FOR LOW AND MODERATE-INCOME CITIZENS TO BE LOCATED AT 7453 E BRAINERD ROAD, CHATTANOOGA, TENNESSEE.

WHEREAS, Standard Brainerd Venture LP or an affiliate thereof (the "Applicant"), is considering the acquisition, construction and equipping of a multifamily housing facility for low and moderate-income citizens to be located at 7453 E Brainerd Road, Chattanooga, Tennessee, and wishes to have The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee (the "Board") indicate its willingness to issue revenue bonds to provide financing for such purposes; and

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

WHEREAS, a letter of intent has been presented to the Board under the terms of which the Board agrees, subject to the provisions of such letter, to issue its revenue bonds in an amount not exceeding $31,000,000 to provide financing for such project.

NOW, THEREFORE, BE IT RESOLVED BY The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee as follows:

1. The Board hereby finds that the financing of such above-described project will improve the quality and availability of housing in the City of Chattanooga, Tennessee, and will contribute to the general welfare of the citizens of the City.

2. The Chairman or the Vice Chairman of the Board is hereby authorized to execute a letter of intent with the Applicant in substantially the form thereof as presented to this meeting or with such changes therein as shall be approved by the Chairman or the Vice Chairman. The officers of the Board are hereby authorized to take such further action as is necessary to carry out the intent and purposes of the letter of intent as executed.

3. The Chairman or the Vice Chairman of the Board is hereby authorized to conduct such public hearings on behalf of the Board as the Applicant may request with respect to the project.

4. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

I hereby certify that the foregoing resolution of The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee was duly and lawfully adopted by its Board of Directors on July 15, 2026, at a duly called meeting at which a quorum was acting throughout, and I furthermore certify that such resolution has not been amended or modified in any respect.

Executed as of this 15th day of June, 2026.

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE

By: ______________________________
Name: Hicks Armor
Title: Chair

ATTEST:

____
Hank Wells, Secretary

HEB-2026-11

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA

June 15, 2026

Standard Brainerd Venture LP
Chattanooga, Tennessee

Ladies and Gentlemen:

The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee (the "Board") has been informed that Standard Brainerd Venture LP or an affiliate thereof (the "Applicant"), is considering the acquisition, construction and equipping of a multifamily housing facility for low and moderate-income citizens to be located at 7453 E Brainerd Road, Chattanooga, Tennessee. The above-described acquisition, construction and equipping with regard to such facility constitutes a "project" within the meaning of T.C.A. § 48-101-301.

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

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

1. The Board will issue, and sell to a purchaser to be designated by the Applicant prior to issuance, revenue bonds (the "Bonds") in the principal amount not to exceed $31,000,000 to provide financing for the project. The Bonds shall be limited obligations of the Board payable solely out of the revenues and receipts derived from the project including loan payments from the Applicant obtained in connection with the financing of the project. In no event shall the Bonds be general obligations of the Board, its directors, or the City of Chattanooga, Tennessee.

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

HEB-2026-11

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

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

5. The Board hereby authorizes the Applicant to commence the acquisition, construction and equipping of the project as soon as practicable so that the inhabitants of the State of Tennessee might benefit from the project without delay. The Applicant may advance any interim funds required and be reimbursed from the proceeds of the Bonds, to the extent allowed by applicable law.

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

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

(a) The Applicant will pay the Board for all expenses incurred by the Board in connection with the financing of the project;

(b) The Applicant will pay the out-of-pocket expenses for attorneys for the Board incurred in connection with the project and will pay attorneys for the Board reasonable fees for legal services related to the project; and

(c) The Applicant will indemnify and hold the Board harmless against any liability which may be incurred by the Board with respect to the project.

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

[Remainder of Page Intentionally Left Blank]

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

Yours very truly,

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE

By:____
Name: Hicks Armor
Title: Chair

ACCEPTANCE OF PROPOSAL
OF
THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF
THE CITY OF CHATTANOOGA

BY

STANDARD BRAINERD VENTURE LP

The terms and conditions contained in the foregoing proposal by The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee are hereby accepted by Standard Brainerd Venture LP as of the date first written above.

Standard Brainerd Venture LP

By:______________________________
Name:____________________________
Title:_____________________________

RESOLUTION

A RESOLUTION RATIFYING THE CHAIR'S EXECUTION OF THE 2026 MULTIFAMILY TAX-EXEMPT BOND AUTHORITY FIRM COMMITMENT LETTER WITH THE TENNESSEE HOUSING DEVELOPMENT AGENCY (THDA) REGARDING THE ONE WESTSIDE PHASE 3B, LP BOND ISSUANCE DEVELOPMENT LOCATED AT 1216 GROVE STREET, CHATTANOOGA, TN 37402, IN THE AMOUNT OF TWELVE MILLION DOLLARS ($12,000,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, That it is hereby ratifying the Chair's execution of the 2026 Multifamily Tax-Exempt Bond Authority Firm Commitment Letter with the Tennessee Housing Development Agency (THDA) regarding the One Westside Phase 3B, LP bond issuance development located at 1216 Grove Street, Chattanooga, TN 37402, in the amount of $12 million.

ADOPTED: June 15, 2026

THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD FOR THE CITY OF CHATTANOOGA, TENNESSEE

____
Hicks Armor, *Chair*

ATTEST:

____
Hank Wells, *Secretary*

HEB-2026-12

Tennessee Housing Development Agency

502 Deaderick St, Third Floor
Andrew Jackson Building
Nashville, Tennessee 37243
615-815-2200

Ralph M. Perrey
Executive Director

Writer's Fax Number:
615-564-2790

2026 MULTIFAMILY TAX-EXEMPT BOND AUTHORITY FIRM COMMITMENT LETTER

Attention: Hicks Armor
City of Chattanooga
100 E 11th St, Suite 200, 2nd Floor, Chattanooga, TN 374024288

Issuer: The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee ("Issuer")

Principal Amount of Multifamily Tax-Exempt Bond Authority ("MTBA"):
$12,000,000.00

Borrower: One Westside Phase 3B, LP ("Owner")

Development: TN26-211: Westside Phase 3B ("Development")
1216 Grove St. Ct., Chattanooga, TN 374023718

Hamilton County

1. The Development is more specifically described in that certain MTBA Application dated March 19, 2026 ("MTBA Application")

2. THDA hereby commits 2026 MTBA to Issuer above solely for the purpose of issuance and sale of tax-exempt mortgage revenue bonds ("Bonds") to finance the Development as described in the MTBA Application. This 2026 MTBA Commitment Letter ("Commitment Letter") is conditioned upon each of the following:

   a. Satisfaction of and compliance with all applicable requirements of the Internal Revenue Code, Treasury Regulations, and the THDA 2026 MTBA Program Description;

   b. The truth and accuracy of the information provided and representations made in the MTBA

Application;

c. Owner must remit the $120,000 Commitment Letter Fee by wire in accordance with the MTBA PD by June 9, 2026. Failure to remit this fee will result in a cancellation of the commitment;

d. Owner must remit the $24,000 Incentive Fee by wire in accordance with the MTBA PD by June 9, 2026. Failure to remit this fee will result in a cancellation of the commitment;

e. Receipt by THDA, **no later than June 9, 2026,** of this Commitment Letter with original signatures of persons authorized to execute documents on behalf of the Issuer and the Owner in the THOMAS system;

f. Receipt by THDA, **no later than August 24, 2026,** of Bond Counsel verification in a form and with substance satisfactory to THDA, in its sole discretion, that the Bonds using the MTBA have been issued and sold, and that the sale has closed in the THOMAS system. Closing in escrow or any other form of contingent closing is not permitted;

g. Receipt by THDA, **no later than August 24, 2026,** of the Elected Local Approval of the Bond Issuance must be submitted in the THOMAS system.

h. Receipt by THDA, **no later than August 24, 2026,** of the Owner's Affirmatively Furthering Fair Housing Marketing Plan.

3. Failure to fully satisfy any of these conditions, as determined by THDA, in its sole discretion, will cause this Commitment Letter to be void and the MTBA committed hereunder shall be deemed to be recaptured by THDA.

4. This Commitment Letter is not approval of the Development for allocations from any other programs, such as, without limitation, the Low Income Housing Credit Program. The Low Income Housing Credit Program requires a separate application to be submitted to THDA in accordance with, without limitation, Section 22 of the Low Income Housing Credit 2026 Qualified Allocation Plan (the "2026 QAP"). THDA will conduct an eligibility and scoring review in conjunction with any such application. THDA retains the authority to determine eligibility for, and the amount of, any Low Income Housing Credits to be allocated to any development pursuant to the 2026 QAP.

5. This Commitment Letter is not a representation, warranty, guaranty, advice, or suggestion as to the feasibility or viability of the Development, and may not be relied on as such by the Issuer, Owner, developer, investor, tenant, lender, syndicator, or any other persons.

6. This Commitment Letter is only for the Development as described in the MTBA Application. Any changes or modifications made prior to closing the sale of the Bonds using the MTBA are subject to approval by THDA, in its sole discretion.

7. MTBA allocated pursuant to this Commitment Letter must be used to provide financing for the Development such that, as of the rehabilitation or new construction placed in service date, a minimum of twenty-five percent (25.0%) of the amount of MTBA closed and sold remains outstanding and such amount of bonds outstanding otherwise meets the requirements of Section 42 (h)(4).

8. The issue price of the bonds may not exceed the allocation. The bonds must be sold at an issue price (including any premiums) that does not exceed the allocation.

TENNESSEE HOUSING DEVELOPMENT AGENCY SIGNATURE PAGE

BY: Felita Hamilton

Felita Hamilton
Multifamily Programs Assistant Director

Executed this 26th day of May, 2026.

ISSUER AND BORROWER SIGNATURE PAGE

Accepted by Issuer:

The Health, Educational and Housing Facility Board of the City of Chattanooga

BY: Hicks Armor (May 27, 2026 14:57:08 EDT)
____

Hicks Armor , Chair

Executed this 27th day of May, 2026.

Accepted by Borrower(s):

BY: _______________________________

One Westside Phase 3B, LP
One Westside IIIB GP Corporation
Elizabeth McCright, President

Executed this _____ day of ______________, 2026.

FCL - Firm Commitment Letter - 26-211 (003)

Final Audit Report 2026-05-27

Created:	2026-05-27
By:	Maria Manalla (mmanalla@chattanooga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAN8SeRMV-Mpl28lswGJx1lrVorv900Xj

"FCL - Firm Commitment Letter - 26-211 (003)" History

- Document created by Maria Manalla (mmanalla@chattanooga.gov)
  2026-05-27 - 3:08:03 PM GMT

- Document emailed to Hicks Armor (hicksarmor@gmail.com) for signature
  2026-05-27 - 3:08:08 PM GMT

- Email viewed by Hicks Armor (hicksarmor@gmail.com)
  2026-05-27 - 6:56:49 PM GMT

- Document e-signed by Hicks Armor (hicksarmor@gmail.com)
  Signature Date: 2026-05-27 - 6:57:08 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

- Agreement completed.
  2026-05-27 - 6:57:08 PM GMT