

Marine Hospital Residence

at Historic French Fort



by Desoto Pointe Partners

THE MARINE RESIDENCE

DOWNTOWN MEMPHIS DEVELOPMENT LOAN APPLICATION

BACKGROUND:

- Applicant Name: Desoto Pointe Partners, LLC
Address: 2285 Lansingwood Drive, Germantown, TN. 38139
Phone: (901) 262-2877

PROJECT REPRESENTATIVE & FINANCIAL GUARANTORS:

- Representative & Partner: Lauren T. Crews, 2285 Lansingwood Dr., Germantown, TN. 38139
Phone: (901) 262-2877
- Guarantor & Partner: Hilliard R. Crews, 10001 Holmes Road East, Collierville, Tn. 38107
Phone: (901) 854-4014

EXPERIENCE:

- Both partners have extensive experience in Business in general. Both have been involved in Residential and Commercial Real Estate development over many years. **See Exhibit "A & B"*

PARTNERSHIP STRUCTURE:

- A Limited Liability Corporation to be formed between Lauren T. Crews and Hilliard R. Crews.

PROPOSED PROJECT

Physical Address:

- 360 Metal Museum Drive, Memphis, Tennessee 38106

Legal Description/ Survey: ** See Exhibit "C"*

Property Description & General Information:

- The U.S. Marine Hospital is located in the unique and historic French Fort area on the southern edge of the Central Business District of Downtown Memphis. It lies under a canopy of trees in a park-like setting high upon the bluff overlooking the Mississippi River. It borders one of Memphis' biggest tourist attractions, the National Ornamental Metal Museum. Directly across the street to the south is the historic Chickasaw Heritage Park, which is currently planned to be connected to the city's River Bluff Walk. There are three historic buildings on the 3.2 acre site of approximately 100,000 square feet. The buildings were built in the late 1800's thru the mid 1930's. The property has a huge following of those who would like to see the buildings renovated.

In recent years there has been over 1,000 individuals who have toured the Marine Hospital. It has been used as a set for many movies, appeared in many magazine articles and been photographed by well-known photographers from as far away as Europe and Asia.

The Marine Hospital has been listed by the Tennessee Preservation Trust as one of the Top Ten most endangered historically significant buildings in the state. All buildings are in rapid decaying condition and must be renovated soon if they are to be saved.

Project Plan/Usage:

- The Marine Hospital and its companion buildings will be renovated and converted for use as 71 market rate apartments. Amenities will include a secured perimeter, in-ground pool, covered parking, courtyards, water features, fallout shelter, storage, bike care facilities, pet wash area and many common gathering areas in the buildings and on the grounds. Federal Historic Tax Credits will be utilized to help finance the project and the entire compound will be added to the National Historic Register.

Economic & Environmental Impact:

- The project will have a positive impact on City, County and the local area. The following are a few examples:
 - Increase the Marine Hospital, City, County & other privately-owned properties in the area thus increasing revenue to the City and County thru property taxes and CBID assessments.
 - Add security & safety to the Metal Museum & the local French Fort neighborhood by restoring a blighted building, cleaning up & dressing up the entryway, increasing the number of residents in the area, adding surveillance, improving lighting, sidewalks & impeding the traffic thru design.
 - Enhance the overall experience of the many visitors to the National Ornamental Metal Museum, Chickasaw Heritage Park and the local neighborhood.
 - By renovating the current historic buildings on the Marine compound, it will save several times the amount of energy that it would otherwise if the buildings were razed and new buildings were built in their place. Furthermore, any new construction would most likely be far less sustainable and not likely to replace the character and charm of the existing historic buildings.
 - Be a catalyst for other public and private investments in the area. Some multimillion-dollar projects are already being proposed subject to the completion of this project.

Buildings & Land Square Footage:

- Main Hospital Building: 87,937 Gross Square Feet
- Maintenance Building: 10,629 Gross Square Feet
- Nurse Building: 3,889 Gross Square Feet

- Total Gross Square Feet for all Buildings: 102,455

Architectural Plans: * *See Exhibit "D"*

1. Site
2. Floor
3. Elevations

Structural Integrity: * *See Exhibit "E"*

History:

- The U.S. Marine Hospital compound was originally built in the 1880's to offer medical services and convalescence for workers who were injured while working on our nations waterways. The Nurses Quarters are the only original building that remains on site. The Maintenance and the Main hospital buildings were built in the 1930's. In the late 20th Century during Desert Storm, the compound was used as the headquarters for the National Guard.

Marketing:

- Like most major cities across the nation Downtown Memphis is capturing a growing share of new investment, employment and residents. It is enjoying a renaissance period and has seen a steady increase of population over the last few years. Rental and occupancy rates in the Downtown area are very healthy. Studies clearly indicate that this trend is likely to continue. The renovated historic Marine Hospital buildings with their beautiful views of the river, the retreat-like atmosphere of the grounds along with the expansive historic parks in the area are sure to attract potential residents. It is expected that the expansive open spaces of the parks will be a big attraction to pet owners and the physically active. Many will enjoy being in close proximity of Downtown, but still be able to step away to the serenity of the area. Growing industries just south of French Fort and in nearby West Memphis will also add to the demand for housing in the area.

Occupancy:

- Projecting lease-up at 60% of units by end of the First year beyond end of construction and 94% beyond the second year.

Management, Proposed:

- 901 Real Estate Services, Kendall Haney, President * *See Exhibit "F"*

Historic Preservation Conformity:

- The entire property along with all buildings are being added to the National Historic Register. All restoration will meet National Park Service standards for historic renovation.

Pubic Property Improvements: * *See Exhibit "G"*

Miscellaneous:

- Guarantors Letter * *See Exhibit "H"*

- PILOT Request **See Exhibit "I"*
- PILOT Grading **See Exhibit "J"*
- PILOT Calculation Sheet **See Exhibit "K"*
- Pre- & Post Development Estimated Taxes & Assessments **See Exhibit "L"*
- Construction Estimates **See Exhibit "M"*
- Maps **See Exhibit "N"*
- Photos / Renderings, Existing & Proposed **See Exhibit "O"*

SITE CONTROL

Property Ownership:

- The property is owned by Desoto Pointe Partners. Lauren T. Crews currently owns 100% interest.
- Proposed ownership under new development plan to be Desoto Pointe Partners, Hilliard R. Crews 50% & Lauren T. Crews 50%.

Existing Finance:

- There are no debts or liens existing on property.

FINANCIAL ITEMS

Financial statements:

- A financial statement for guarantor has been provided via separate cover. The statement is confidential in nature and is for review by an appropriate CCDC staff members only.

Accounting:

- The accountant for the partnership will be Jenette Hebert with Brower, Hebert & Associates, Memphis, Tennessee. She has had considerable experience working with other developers of historic properties and has been Lauren T. Crews' personal and business Accountant for more than five years.

Financial History:

In 2005 the property was purchased from the U.S. government by Lauren T. Crews, Dick Leike & Phillip Broadnax.

Over the years Lauren T. Crews obtained 100% ownership thru Desoto Pointe Partners.

Previous Development Proposals:

In 2010 there was a proposal to renovate the property into Condominiums. Partners were identified, and one individual purchased a 50% interest into the partnership. Conceptual plans were drawn, funding was being sought and other progress was being made. Due to a sudden downturn in the

economy, the project was put on hold in hopes that the market would soon return. In 2015 Lauren Crews repurchased the interest from the investor.

In 2016 a Nashville based company proposed an offer and some due-diligence was done regards creating a joint venture with the owner to convert the buildings into a low-income housing project. Due to the use not fitting the vision of the owner, the anticipation of opposition from the neighborhood, and the neighboring National Ornamental Metal Museum, the offer was eventually turned down.

Financial Projections: * *See Exhibit "P"*

1. Sources & Uses
2. Acquisition, Hard & Soft Costs
3. Operating
4. Cash Flow with PILOT
5. Cash Flow without PILOT
6. Summary- Unit Mix, Income & Miscellaneous

Loan Information

- Proposed Primary Lender: Iberia Bank: **Several other lenders also being considered.*
- Address: 4894 Poplar Avenue, Memphis, Tennessee 38117
- Contact: Jeremy Bragg, Phone 901-757-7124
- Anticipated Loan Amount from primary Lender: Approximately \$9,000,000
- Primary Loan Commitment, Terms & Agreements **See Exhibit "Q"*
- Loan Request from CCDC: \$300,000. Terms requested: Thru construction @ 1% APR., amortized over 20 years & maturing at the end of 10th year.

Sources & Uses, Project Costs, Proforma & Other: * *See Exhibit "P"*

PILOT Impact:

- The project would not be possible without the Payment In lieu of Tax Program via the Center City Revenue Corporation.

Project Timeline: * *See Exhibit "R"*

Project Team:

- Architecture: Looney Ricks & Kiss, Memphis, Tennessee, Tony Pellicciotti
- Contractor: Montgomery Martin Inc., Memphis, Tennessee, Montgomery Martin
- Legal Council: Farris Bobango PLC, Memphis, Tennessee, John Bobango & Bass Berry & Sims, PLC, Memphis, Tennessee, Taylor Gray
- Accounting: Brower Hebert, Memphis, Tennessee, Jenette Hebert
- Historic Tax Credit Consultant: Butler Snow PLC, New Orleans, Louisiana, Binford "Trey" Parker, III
- General Consultant: Charles "Chooch" Pickard, AIA, Memphis, Tennessee
- Structural Engineer: CSA Engineering, Memphis, Tennessee, Chad E. Stewart

- Utility Engineer: Malasri Engineering, Memphis, Tennessee, J.T. Malasri
- Civil Engineer: ETI Corporation, Memphis, Tennessee, Matthew D. Wolfe
- Mechanical Engineer: Haltom Engineering, Memphis, Tennessee, Bob Haltom
- Electrical Engineer: Jim Burns Engineering, Memphis, Tennessee, Jim Burns

References:

Personal (Lauren & Hilliard):

- John Bobango- Atty: (901) 259-7100
- Terry Lynch- Real Estate Investor/ Developer: (901) 355-5760
- Tony Bologna- Development Consultant: (901) 337-6000

Business (Lauren & Hilliard):

- Steve Hawkins- Executive Vice President, Corporate Banking, 1st Tennessee Bank: (901) 523-4635
- John Bobango- Attorney, Farris, Mathews, Bobango PLC: (901) 259-7100
- Tony Pellicciotti- Partner, Looney Ricks & Kiss Architects: (901) 359-4126
- Taylor Gray, Attorney, Bass Berry & Sims: (901) 543-5906

Lease Preparation

- Project to be leased from CCRFC by Lauren T. Crews, Managing Partner, Desoto Pointe Partners, LLC
- Tax parcel number of subject property: 012008 00012.
- Currently assessed value of subject property for City & County tax purposes: \$50,360.

Disclosures:

- Neither applicant or guarantor has ever filed for bankruptcy, been charged or convicted of a felony crime, is under any indictment or is engaged in any civil or criminal proceedings.
- Neither the applicant or the guarantor has any previous or ongoing relationship with any Board member or legal counsel of the Board.

Applicant Affirmation:

This Application is made in order to induce the Memphis Center City Development Corporation (CCDC) to grant financial incentives to the applicant. The applicant hereby represents that all statements contained herein are true and correct. All information materially significant to the CCDC in its consideration of the application is included. The applicant expressly consents to the CCDC's investigation of its credit in connection with this application. The applicant acknowledges that it has reviewed the descriptions of the CCDC financial program for which it is applying and agree to comply with those polices. The applicant shall also be required to show a good faith effort with regard to the employment

of M/WBR contractors. The applicant specifically agrees to pay all reasonable costs, fees and expenses incurred by the CCDC whether or not the incentive is granted or project completed.



Date: 10/26/18

Applicant Representative, Lauren T. Crews

Managing Partner, Desoto Pointe Partners

2285 Lansingwood Dr., Germantown, TN. 38139

Email: laurencrews@bellsouth.net Phone: (901) 309-1118

EXHIBITS

THE MARINE RESIDENCE

- A. Bio- Guarantor & Partner, Hilliard R. Crews**
- B. Bio- Managing Partner, Lauren T. Crews**
- C. Survey & Legal Description**
- D. Architectural Plans**
 - 1. Site**
 - 2. Floor**
 - 3. Elevations**
- E. Structural Engineer Letter**
- F. Management**
- G. Public Infrastructure Improvements**
- H. Guarantor Letter**
- I. PILOT Request**
- J. PILOT Grading**
 - 1. Qualifications & Term Sheet**
 - 2. Lighting & Signage, Site Plan**
 - 3. Lighting & Signage, Marine Elevation**
 - 4. Lighting & Signage, Maintenance Elevation**
- K. PILOT Calculation Sheet**
- L. Pre/ Post Development Tax & Assessments**
- M. Construction Estimates**

N. Maps

- 1. Aerial**
- 2. Vicinity**
- 3. Zoning**
- 4. CBID**

O. Photos

- 1. Main Building Elevation, South #1**
- 2. Main Building Elevation, South #2**
- 3. Main Building Interior, 1st Floor West Wing**
- 4. Main Building Interior, 2nd Floor West**
- 5. Nurse Building, West Elevation**
- 6. Maintenance Building, North elevation**
- 7. Proposed Aerial South**
- 8. Proposed Aerial North**

P. Financial Projections

- 1. Sources & Uses**
- 2. Acquisition, Hard & Soft Costs**
- 3. Operating**
- 4. Cash flow with PILOT**
- 5. Cash Flow without PILOT**
- 6. Summary- Unit Sizes, Mix, Income & Etc.**

Q. Lender Commitment

R. Project Timeline

Exhibit A

October 11, 2018

BIO ON HILLIARD CREWS

Hilliard is the Founder of Shelby Group Int'l., Inc., which manufactures and distributes industrial gloves, safety glasses and safety garments worldwide. Shelby was founded in 1974 and now operates factories in USA, Mexico, and China with sales exceeding \$300 million. Shelby or Memphis Glove as it was originally known was one of the first American manufacturers in China in late 70's. The company was ranked 3 times by Inc Magazine as one of the 100 fastest growing companies in America and in 1979 Hilliard was recognized as the Memphis Small Business Executive of the Year. The company's largest division, MCR Safety, is headquartered in Collierville and its main warehouse of a half million square feet is in Piperton, Tn.

Since 1985, Hilliard has also been active in real estate investments locally and internationally and he has been a venture capital investor since 2000. He is Chairman of Triumph Bancshares, Inc. of Memphis and serves on several company boards including Cedar Document Technologies, Inc., a document processing company in Atlanta.

Hilliard has a Bachelor of Science degree in Mathematics from the University of Memphis and is an active supporter of the University. He serves on the University's Board of Advisers, is a Tiger Ambassador and has served on several University committees. He is one of the founders of Crews Center for Entrepreneurship at the University of Memphis and MCR Safety sponsors several business school scholarships.

In 2011 Hilliard and wife Harriett were awarded TN. Board of Regents Philanthropy Award. In 2015 Hilliard received the Outstanding Alumni Award from the University of Memphis and also was named Master Entrepreneur by the Society of Entrepreneurs.

Hilliard and his family have been very active in philanthropy in the Memphis community and recently they founded the Crews Family Foundation to further their philanthropic efforts in the community. Charities supported include Bridges, Church Health Center, MIFA, Teach for America, United Way and Youth Villages. Hilliard is Past-President of the Society of Entrepreneurs and serves on the board of Teach for America—Memphis.

Hilliard and his wife, Harriett, of 43 years have two children, Jason and Stacy. Jason has a successful real estate investment company and Stacy is the manager of the Crews Family Foundation. Each of his children have two kids so he is proud grandfather of four active grandchildren from age 11 to 17.

Exhibit B

Bio, Lauren T. Crews Managing Partner

10/11/18

Lauren has been involved in numerous business start-ups and turn-arounds over the years. This is partly credited to being a member of a family of successful entrepreneurs. A few of his endeavors include being the founder and principle of a leading rainwear manufacturing and distribution company, a glove import and distribution company, an international trading company and several real estate ventures.

His real estate experience includes development or participation in commercial, multi-family, residential, farm, recreational, subdivision and renovation properties. For the last few years he has been semi-retired but continues to devote time studying potential real estate ventures.

Lauren is a lifelong Memphian who now resides in Germantown. He is a devoted family person, has been married for twenty-seven years. He has one adult child, a granddaughter & grandson. He is a Vietnam War veteran. His hobbies include cycling, hiking, running & canoeing.

Exhibit D

ARCHITECTURAL PLANS

1. SITE
2. FLOOR
3. ELEVATIONS

PLAN NOTES - HOSPITAL

1. CONSULT THE ARCHITECT'S NOTES FOR ALL NOTES THAT MAY BE APPLICABLE TO THIS PLAN.
2. VERIFY THE DIMENSIONS OF THE ARCHITECTURAL REFERENCE SITE PLAN.
3. ALL TECHNICAL, ELECTRICAL, PLUMBING, MECHANICAL, AND FIRE ALARMING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72), INTERNATIONAL MECHANICAL PLUMBING AND HEATING CODE (IMPHC), AND INTERNATIONAL BUILDING CODE (IBC).
4. PROVIDE ALL INTERIOR FINISHES AND MATERIALS TO MATCH THE ARCHITECT'S INTENT.
5. LOCATE AND IDENTIFY ALL INTERIOR WALLS AND PARTITIONS TO BE REMOVED OR RELOCATED.
6. LOCATE AND IDENTIFY ALL INTERIOR WALLS AND PARTITIONS TO BE ADDED.
7. LOCATE AND IDENTIFY ALL INTERIOR WALLS AND PARTITIONS TO BE RELOCATED.
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10. LOCATE AND IDENTIFY ALL INTERIOR WALLS AND PARTITIONS TO BE RELOCATED.

KEYED NOTES - HOSPITAL

1. REMOVE DOOR TO BE RELOCATED AND RELOCATED TO NEW POSITION.
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10. REMOVE DOOR TO BE RELOCATED AND RELOCATED TO NEW POSITION.

LRK
Looney Ricks Kiss
 Architects Planning Interiors Research
 175 Lytle Park, Suite 500
 Memphis, TN 38103
 Tel: 901.523.7269
 Fax: 901.523.7269
 www.lrk.com

Client:
Desoto Pointe Partners
 405 South Tower Street #105
 Memphis, TN 38103

Name and Revision:

Date	Issued / Revised
03.27.17	50% Design Development
04.11.18	Design Development
05.04.18	50% CD Set
07.03.18	Final CD Set

Notes:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72), INTERNATIONAL MECHANICAL PLUMBING AND HEATING CODE (IMPHC), AND INTERNATIONAL BUILDING CODE (IBC).

2. VERIFY THE DIMENSIONS OF THE ARCHITECTURAL REFERENCE SITE PLAN.

3. ALL TECHNICAL, ELECTRICAL, PLUMBING, MECHANICAL, AND FIRE ALARMING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72), INTERNATIONAL MECHANICAL PLUMBING AND HEATING CODE (IMPHC), AND INTERNATIONAL BUILDING CODE (IBC).

4. PROVIDE ALL INTERIOR FINISHES AND MATERIALS TO MATCH THE ARCHITECT'S INTENT.

5. LOCATE AND IDENTIFY ALL INTERIOR WALLS AND PARTITIONS TO BE REMOVED OR RELOCATED.

6. LOCATE AND IDENTIFY ALL INTERIOR WALLS AND PARTITIONS TO BE ADDED.

7. LOCATE AND IDENTIFY ALL INTERIOR WALLS AND PARTITIONS TO BE RELOCATED.

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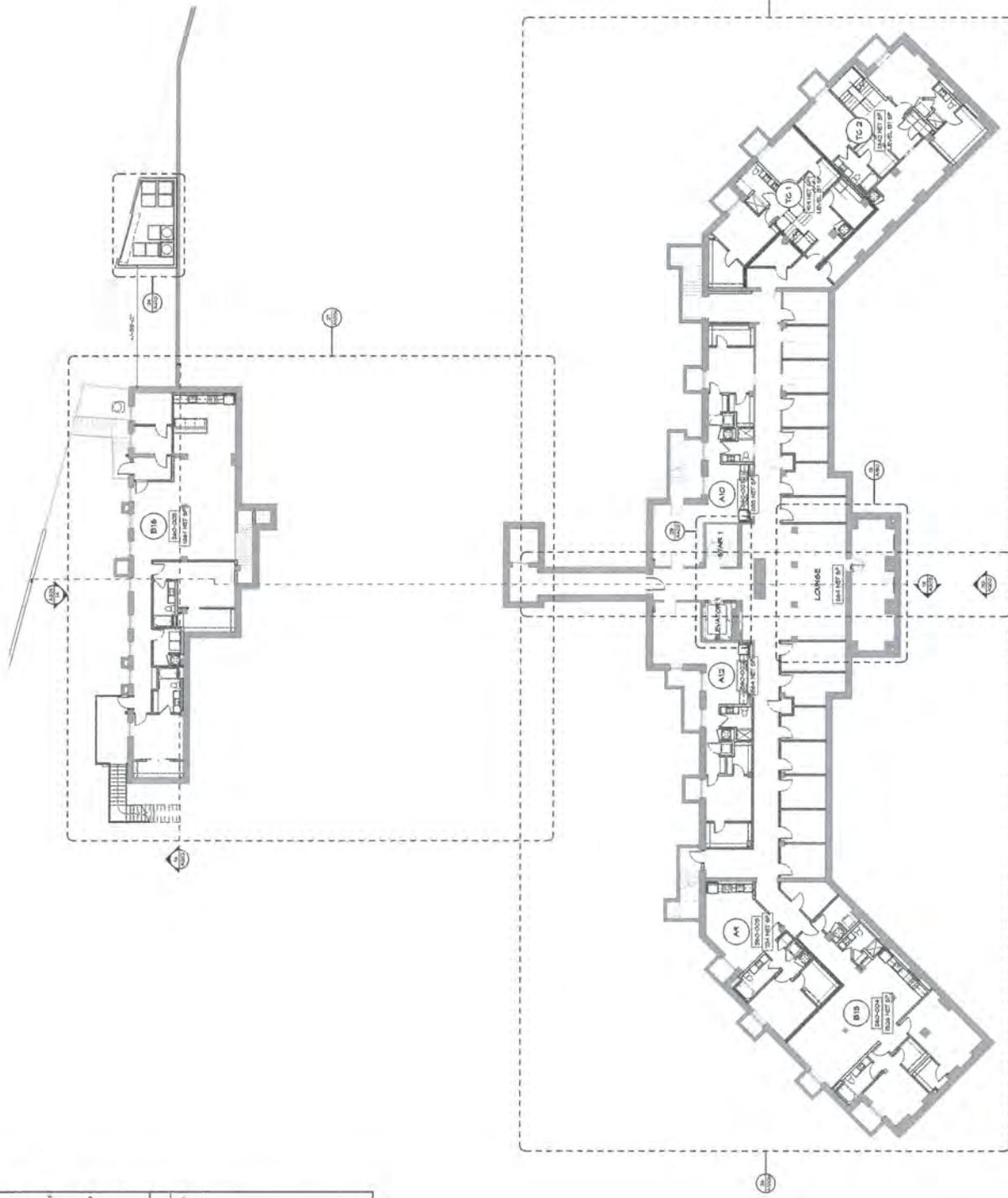


USG Project Number: B1-17000A-03
 Project Name:
The Marine Residences
 340 Hotel Johnson Drive
 Memphis, TN 38108

HOSPITAL BUILDING FLOOR PLAN - BASEMENT

Drawn By: G.L.H.
 Checked By:

A100



26 HOSPITAL BUILDING FLOOR PLAN - BASEMENT
 SCALE: 3/32" = 1'-0"

Issue and Revision	Date	Issued / Prepared
1	03.23.17	50% Design Development
2	04.11.18	Design Development
3	05.04.18	50% CD Set
4	02.04.19	Final RFP Set

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LRK Project Number: 0117024.00
Project Name:
The Marine Residences
260 Wood Mountain Drive
Memphis, TN 38116

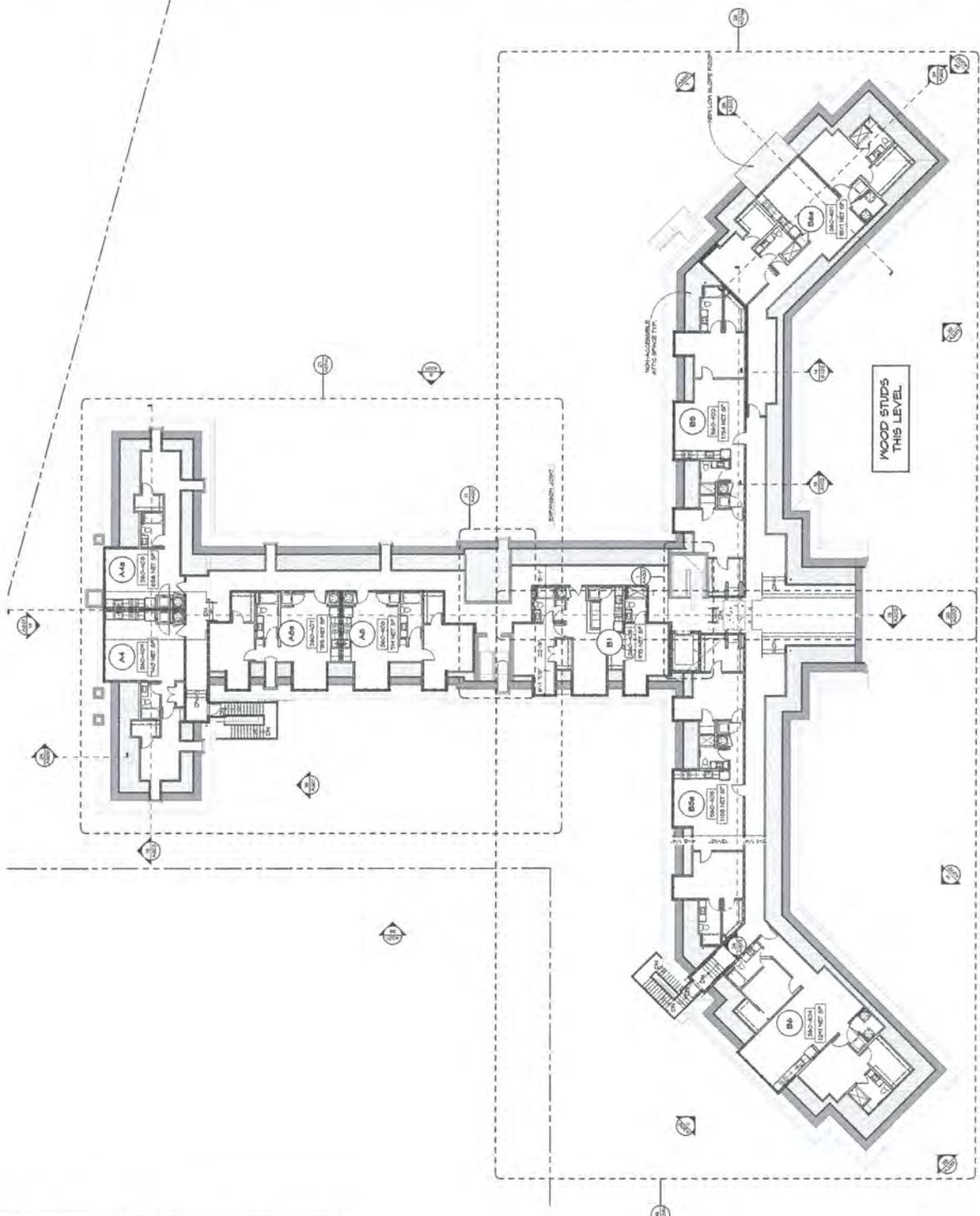
Drawing Name:
HOSPITAL BUILDING FLOOR PLAN - FOURTH FLOOR
Drawn By: K.L.J.
Checked By:

PLAN NOTES - HOSPITAL

1. REVISIONS OF THE EXISTING FLOOR PLAN SHALL BE SHOWN WITH A DOTTED LINE.
2. THE OPERATIONS OF THE HOSPITAL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THIS PROJECT.
3. ALL MEASUREMENTS SHALL BE TAKEN FROM THE FINISHED FLOOR TO THE FINISHED FLOOR UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
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KEYED NOTES - HOSPITAL

1. REMOVE EXISTING WALLS AND RELOCATE TO NEW POSITION AS SHOWN.
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10. REMOVE EXISTING WALLS AND RELOCATE TO NEW POSITION AS SHOWN.



26 HOSPITAL BUILDING FLOOR PLAN - FOURTH FLOOR
SCALE: 3/32" = 1'-0"

Issue and Resolution	Date	Issued / Revised
	12/23/17	30% Design Development
	01/31/18	Design Development
	02/04/18	50% DD / 01/18
	02/08/18	Final / 02/18

THIS SET OF PLANS IS TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL CONTRACT AND THE SUPPLEMENTAL SPECIFICATIONS TO THE ARCHITECTURAL CONTRACT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE AND TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THESE PLANS.



188 Project Number: B117024.00

Project Name:
**The Marine
Residences**
340 West Madison Drive
Memphis, TN 38106

Drawing Name:
**NURSES BUILDING FLOOR
PLANS**

Drawn By: G.L.T.
Checked By: _____

A120

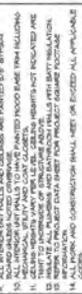
PLAN NOTES - NURSES	KEYED NOTES - NURSES
1. THE FINISHES AND MATERIALS TO BE USED SHALL BE DETERMINED BY THE ARCHITECT AND SHALL BE SHOWN ON THE FINISH SCHEDULE. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF FINISHES AND MATERIALS THAT ARE APPROPRIATE FOR THE INTENDED USE OF THE BUILDING AND THAT ARE AVAILABLE IN THE LOCAL MARKET. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF FINISHES AND MATERIALS THAT ARE APPROPRIATE FOR THE INTENDED USE OF THE BUILDING AND THAT ARE AVAILABLE IN THE LOCAL MARKET.	1. EXISTING DOOR TO BE REUSED WHERE APPLICABLE WITH SPINNING BRASS.
2. ALL INTERIORS SHALL BE FINISHED WITH SPINNING BRASS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF FINISHES AND MATERIALS THAT ARE APPROPRIATE FOR THE INTENDED USE OF THE BUILDING AND THAT ARE AVAILABLE IN THE LOCAL MARKET.	2. HALL WALLS TO HANG/BEHIND CONSTRUCTION.
3. ALL INTERIORS SHALL BE FINISHED WITH SPINNING BRASS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF FINISHES AND MATERIALS THAT ARE APPROPRIATE FOR THE INTENDED USE OF THE BUILDING AND THAT ARE AVAILABLE IN THE LOCAL MARKET.	3. SHOWER DOOR.
4. ALL INTERIORS SHALL BE FINISHED WITH SPINNING BRASS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF FINISHES AND MATERIALS THAT ARE APPROPRIATE FOR THE INTENDED USE OF THE BUILDING AND THAT ARE AVAILABLE IN THE LOCAL MARKET.	4. NOTES TEST.



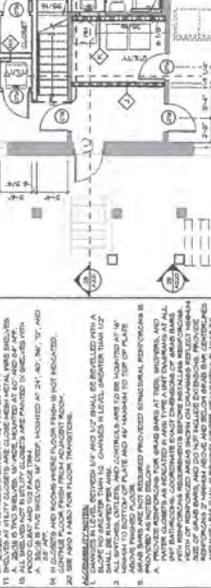
26 FLOOR PLAN - LEVEL B1
SCALE 3/8" = 1'-0"

ENLARGED PLAN LEGEND
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[Symbol] 10' HALL
[Symbol] 12' HALL
[Symbol] 14' HALL
[Symbol] 16' HALL
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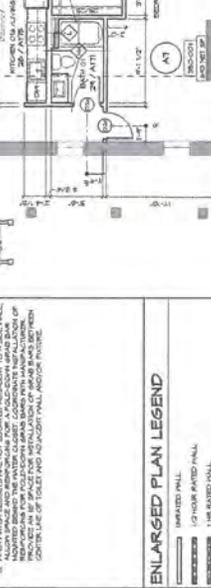
ENLARGED PLAN NOTES
1. ALL DIMENSIONS TO CENTER UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
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27 FLOOR PLAN - LEVEL O2
SCALE 3/8" = 1'-0"



28 FLOOR PLAN - LEVEL O1
SCALE 3/8" = 1'-0"



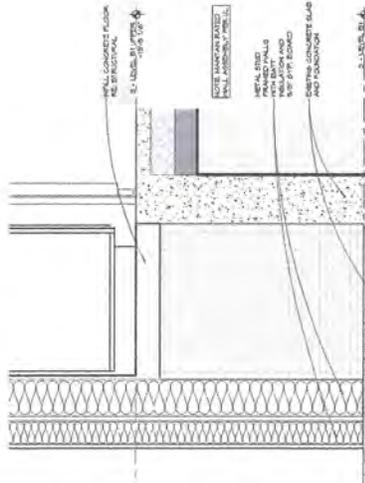
29 FLOOR PLAN - LEVEL O2
SCALE 3/8" = 1'-0"



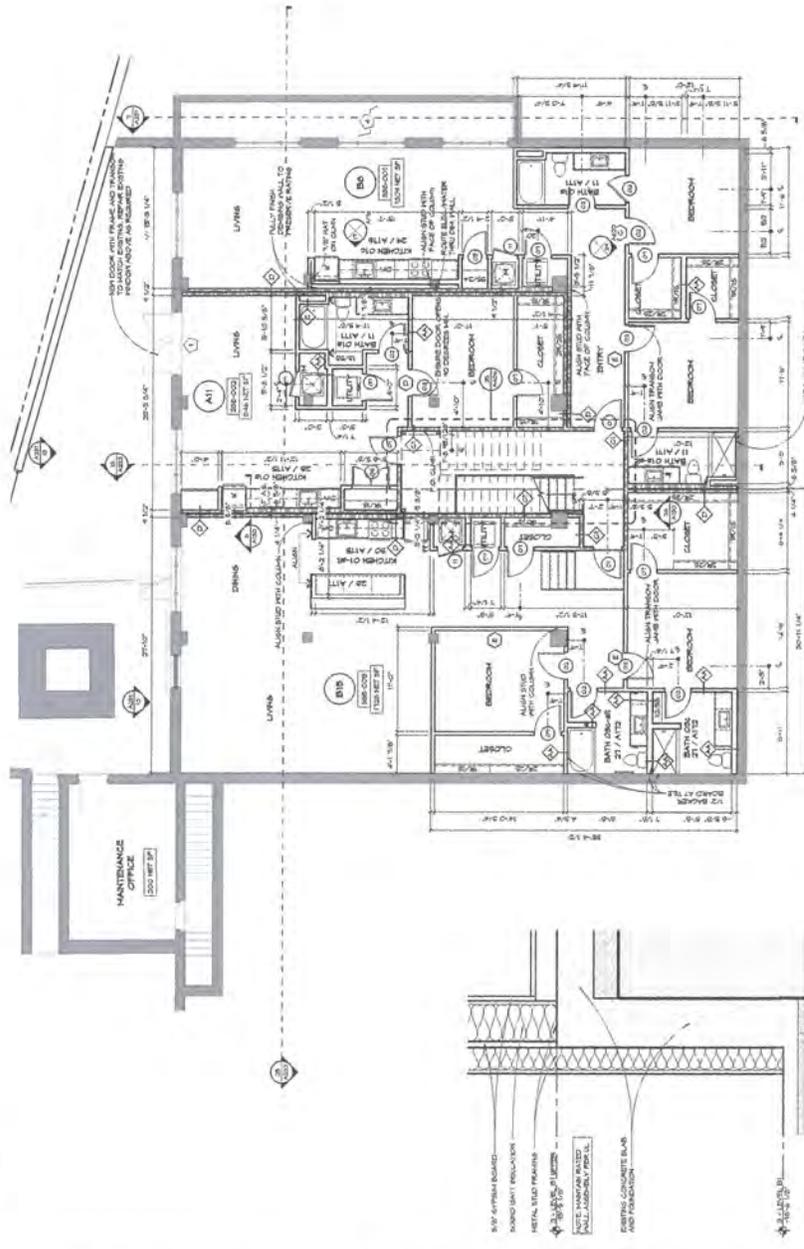
30 FLOOR PLAN - LEVEL O1
SCALE 3/8" = 1'-0"

Date	Issued / Revised
03.21.17	50% Design Development
03.21.18	Design Development
05.04.18	50% CD Set
02.08.18	Final / Bids Set

THIS SET OF PLANS IS TO BE USED FOR THE CONSTRUCTION OF THE PROJECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED AND DOES NOT INCLUDE THE DESIGN OF STRUCTURAL, MECHANICAL, ELECTRICAL, OR OTHER SPECIALTY SYSTEMS UNLESS SPECIFICALLY NOTED OTHERWISE ON THESE PLANS.



DETAIL - FLOOR AT SLAB STEP
SCALE: 1 1/2" = 1'-0"



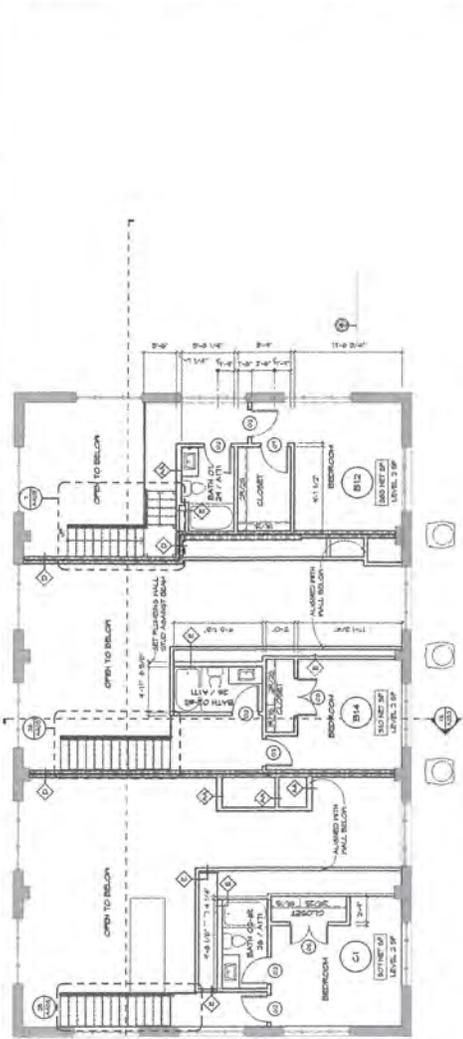
DETAIL - WALL AT SLAB STEP
SCALE: 1 1/2" = 1'-0"

DETAIL - WALL AT SLAB STEP
SCALE: 1 1/2" = 1'-0"

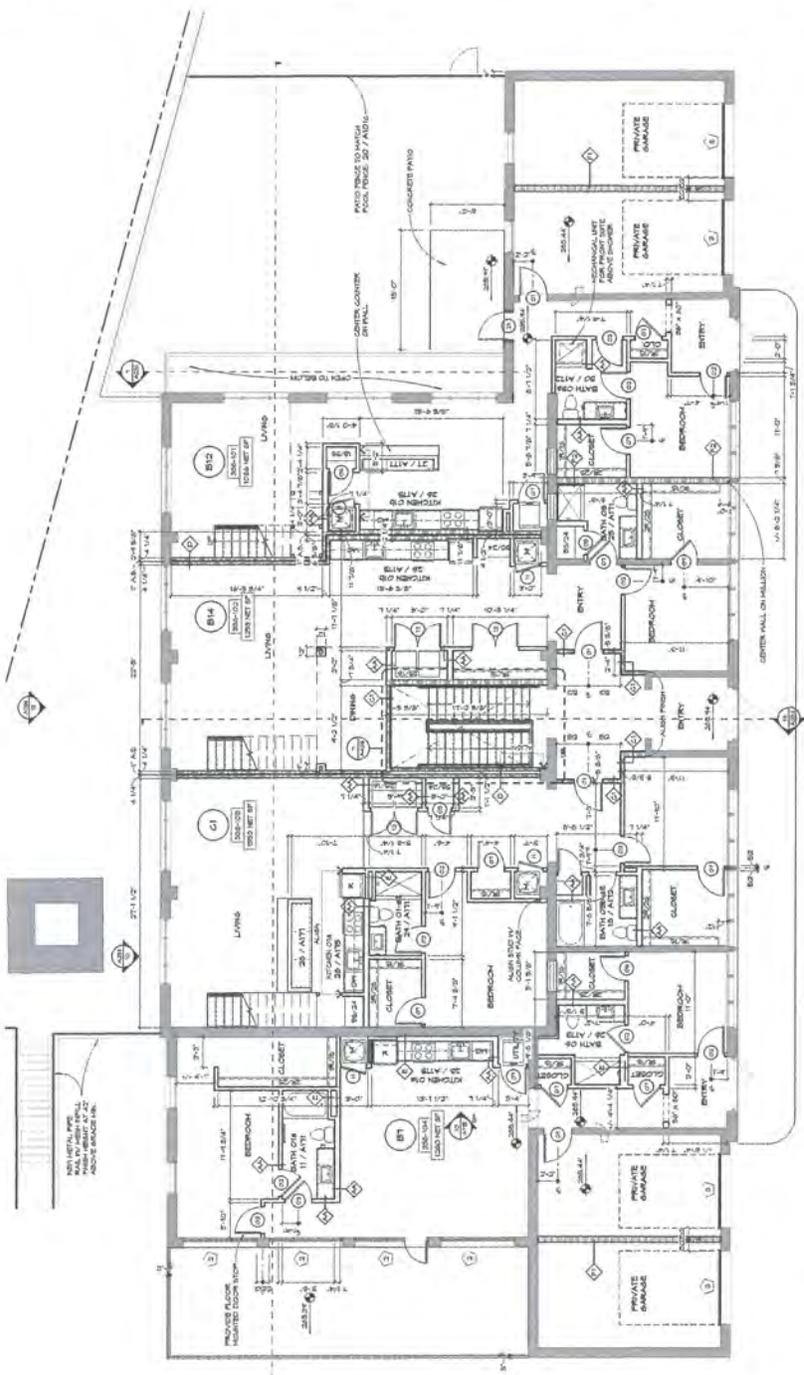
KEYED NOTES - MAINTENANCE	
1	EXISTING DOOR TO BE REPIECE REPLACE UNLESS NOTED OTHERWISE
2	NEW CONCRETE SYSTEM TO MATCH EXISTING GARAGE DOOR STYLE
3	SHOWN GARAGE FLOOR
4	EXISTING DIMENSIONS TO BE SHOWN COMPARED NEW TO FUNCTIONAL CONFORMANCE WITH PLANING.

ENLARGED PLAN NOTES	
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ENLARGED PLAN LEGEND	
[Symbol]	GRAVEL FILL
[Symbol]	1/2" THICK RATED FILL
[Symbol]	1" THICK RATED FILL
[Symbol]	2" THICK RATED FILL
[Symbol]	EXISTING FILL
[Symbol]	EXISTING CONCRETE



9 FLOOR PLAN - LEVEL 02
SCALE: 3/16" = 1'-0"



26 FLOOR PLAN - LEVEL 01
SCALE: 3/16" = 1'-0"

PLAN NOTES - MAINTENANCE

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED WORK.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE BOOK (IMC/IEC).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC/IMC).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND ALARM CODE (IFAC).
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SWEET'S CATALOG.

KEYED NOTES - MAINTENANCE

1. EXISTING DOOR TO BE REPLACED WITH PLACE PROVIDED WITH SPRING HINGES.
2. NEW STOPPING SYSTEM TO MATCH EXISTING GARAGE DOOR STYLE.
3. SHOWN GARAGE DOOR.
4. EXISTING DOOR TO BE SUPPLEMENTED WITH FUNCTIONAL COORDINATE WITH FURNITURE.

ENLARGED PLAN NOTES

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ENLARGED PLAN LEGEND

- 1. 1/2" RATED FLOOR WALL
- 2. 1/2" RATED FLOOR WALL
- 3. 2" RATED FLOOR WALL
- 4. 2" RATED FLOOR WALL
- 5. ENLARGED ELEMENT

Date	Issued / Revised
12.23.17	20% Design Development
01.31.18	30% Design Development
05.04.18	50% CD Set
02.06.18	Final 7.00 Set

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URF Project Number: 01-173056.00

Project Name:

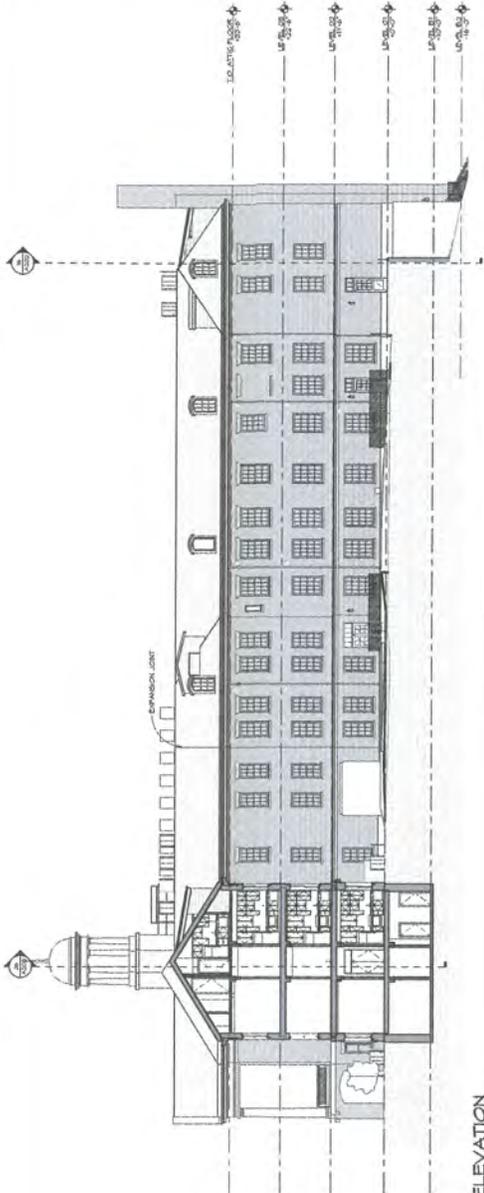
**The Marine
Residences**
260 Main, Warehouse Drive
Memphis, TN 38106

Drawing Name:

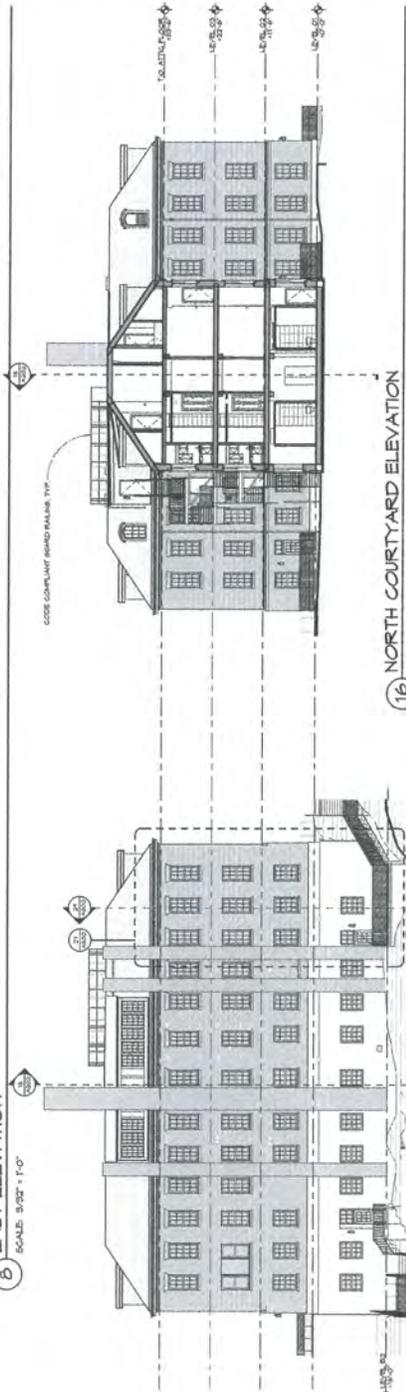
**HOSPITAL BUILDING
EXTERIOR ELEVATIONS**

Drawn By: JT

Checked By:

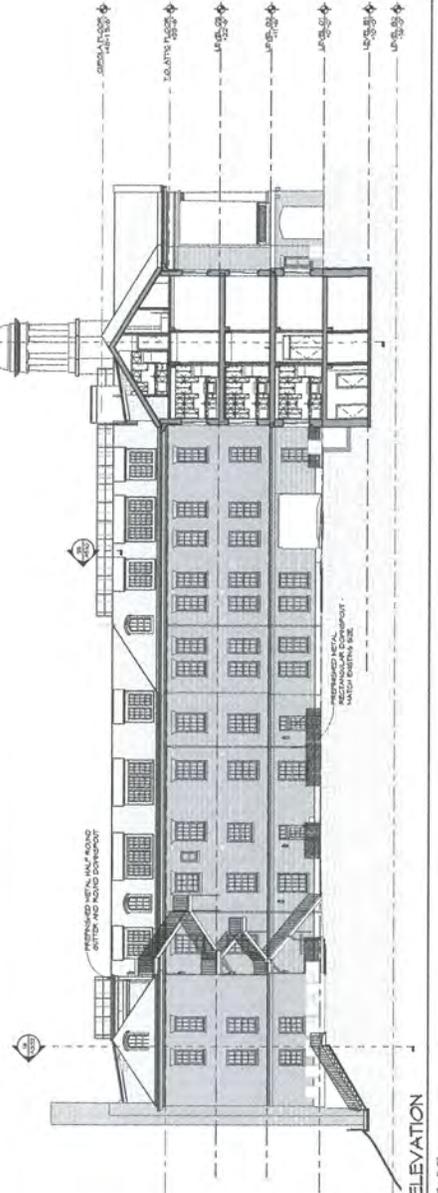


8 EAST ELEVATION
SCALE: 3/32" = 1'-0"



14 NORTH ELEVATION
SCALE: 3/32" = 1'-0"

16 NORTH COURTYARD ELEVATION
SCALE: 3/32" = 1'-0"



26 WEST ELEVATION
SCALE: 3/32" = 1'-0"

Date	Issued / Revised
12.29.17	50% Design Development
01.31.18	Design Development
05.04.18	50% CD Set
09.06.18	Final CD Set

Notes and Revisions

DESOTO, INC.
100 South River Street, Suite 105
Memphis, TN 38103
This drawing is a part of a contract for professional services. It is the property of the architect and shall remain the property of the architect. It is not to be used for any other project without the written consent of the architect.



LRK Project Number: 01.17056.00

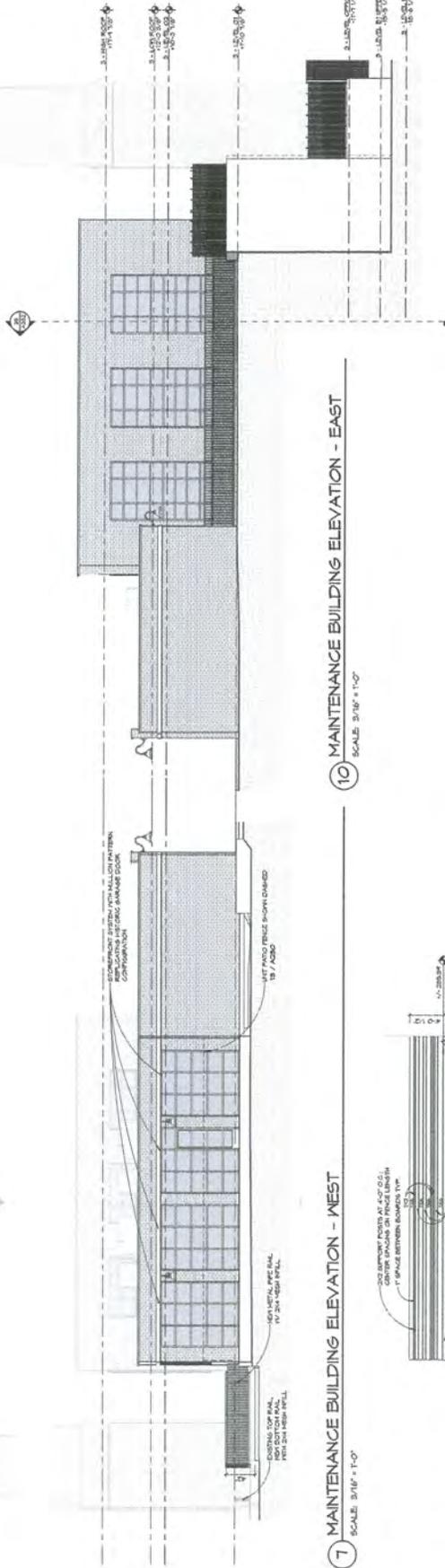
Project Name:
**The Marine
Residences**

2500 West Main Street, Suite 105
Memphis, TN 38104

Drawing Name:
**MAINTENANCE BUILDING
ELEVATIONS**

Drawn By: [Signature]
Checked By: [Signature]

A230

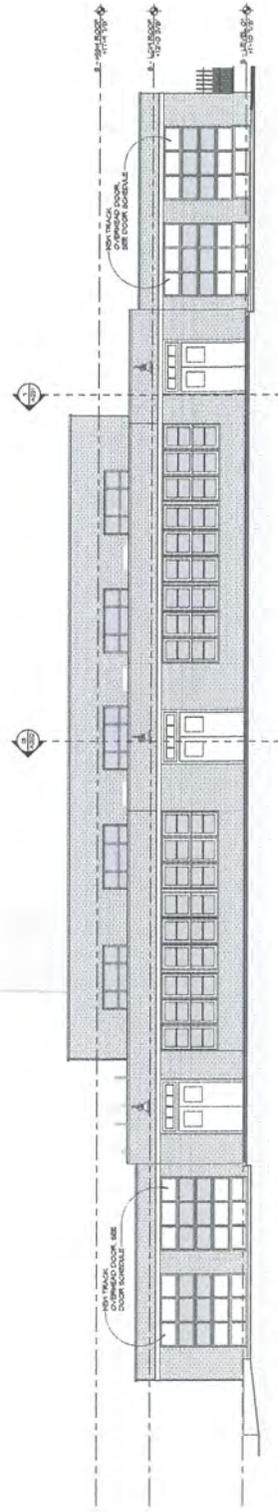


10 MAINTENANCE BUILDING ELEVATION - EAST
SCALE: 3/16" = 1'-0"

7 MAINTENANCE BUILDING ELEVATION - WEST
SCALE: 3/16" = 1'-0"



13 UNIT B7 FENCE ELEVATION
SCALE: 3/16" = 1'-0"



25 MAINTENANCE BUILDING ELEVATION - SOUTH
SCALE: 3/16" = 1'-0"

**Desoto Pointe
Partners**

420 South Fourth Street #105
 Memphis, TN 38103

Issue and Revision

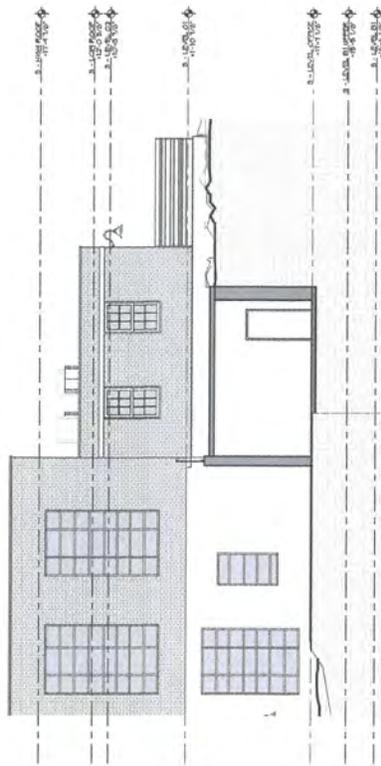
Date	Issued / Modified
01.23.17	005 (2) - 175 South Main / 175 South Main
03.21.18	006 (1) - Design Development
05.04.18	006 (2) - 006 (2) Set
09.06.18	007 (1) - Permit / RFP Set

LRK shall be responsible for the design and construction of the building and shall be held liable for any errors and omissions in the design and construction of the building. The architect shall be held liable for any errors and omissions in the design and construction of the building. The architect shall be held liable for any errors and omissions in the design and construction of the building.

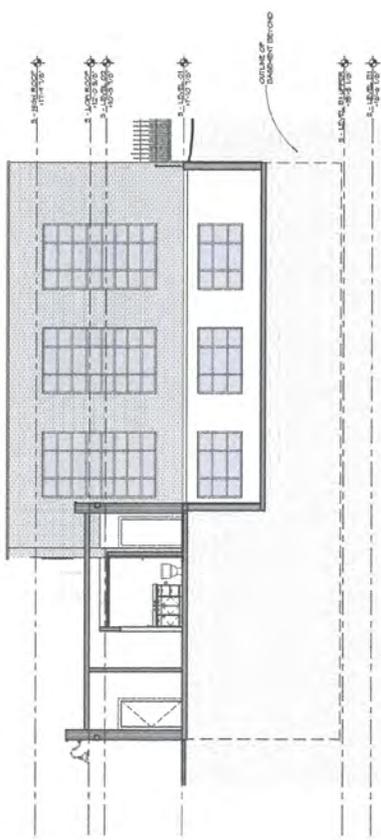


LRK Project Number: 01.17005.00
 Project Name:
**The Marine
Residences**
 260 Island Museum Drive
 Memphis, TN 38106

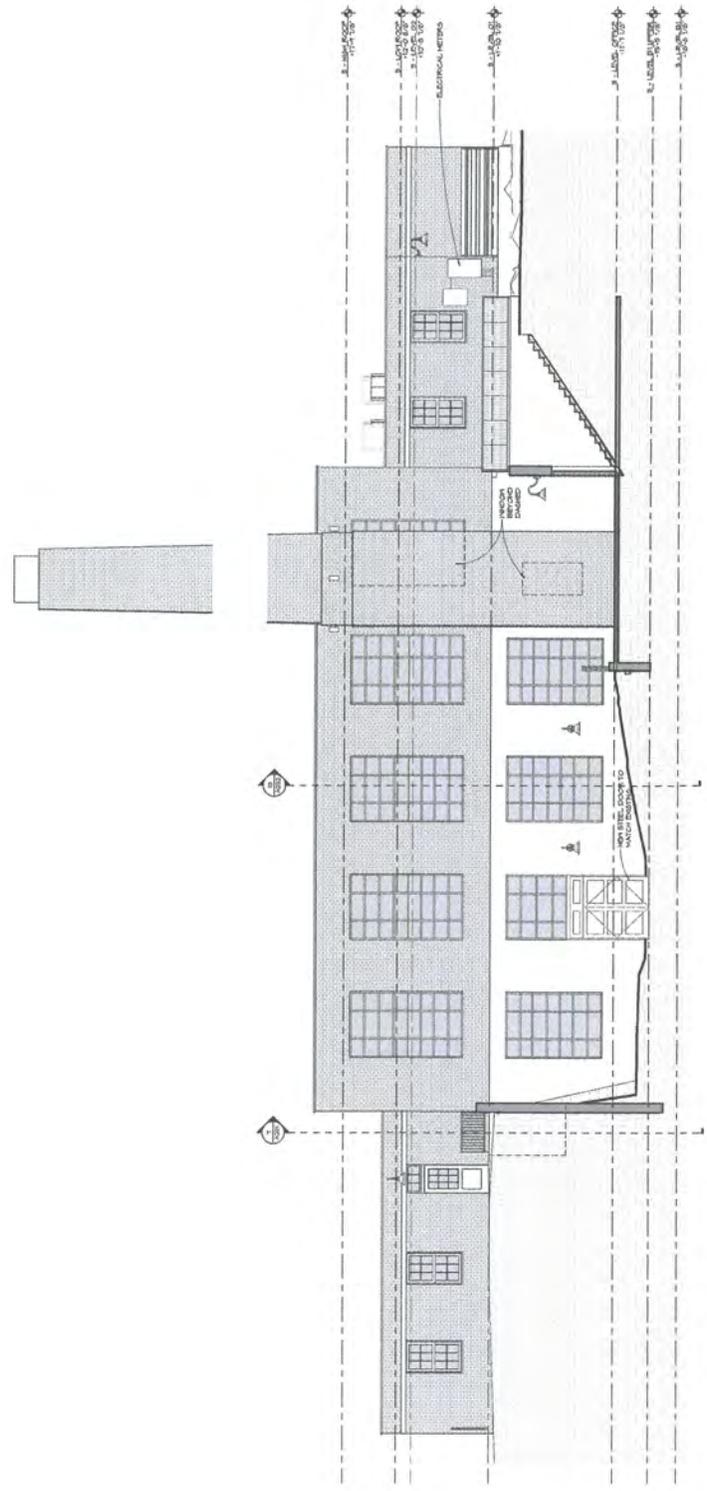
Drawing Name:
**MAINTENANCE BUILDING
ELEVATIONS**
 Drawn By: H-LT
 Checked By:



10 HIDDEN NORTH ELEVATION
 SCALE: 3/8" = 1'-0"



7 MAINTENANCE BUILDING ATRIUM SECT./ELEV.
 SCALE: 3/8" = 1'-0"



19 MAINTENANCE BUILDING ELEVATION - NORTH
 SCALE: 3/8" = 1'-0"

Exhibit E



February 14, 2018

Mr. Lauren T. Crews
Desoto Pointe Partners

Re: Marine Hospital Structural Stability
360 Metal Museum Drive
Memphis, TN 38016

Dear Mr. Lauren:

We have inspected the buildings at the aforementioned address and find that they are structurally sound. With the planned modifications to the buildings, the structural stability will only improve.

If you have any questions, please feel free to call.

Sincerely:

A handwritten signature in black ink that reads 'Chad Stewart'. The signature is written over a circular, dotted-line stamp. The stamp contains the text 'CHAD E. STEWART, P.E.' and 'PRESIDENT' around the perimeter, with a small 'SWI' logo in the center.

Chad E. Stewart, P.E.
President

Chad Stewart & Associates, Inc. 9700 Village Circle, Suite 300, Lakeland, TN 38002
Phone (901) 260-7850

Memphis

Nashville

Knoxville

Exhibit F



901 REAL ESTATE SERVICES

420 South Front Street, Suite 105
Memphis, TN. 38103
(901) 399-8500

October 16, 2018

901 Real Estate Services has been a leader in Downtown Property Management since 2006. Previously known as Downtown Condo Connection, the company re-branded in the Spring of 2017 to reflect their expansion into the vast Memphis Market. 901 Real Estate Services is owned and operated by Kendall Haney. Kendall has been in the Real Estate Business performing as a Business Owner, Broker, and Property Manager for over 30 years. He is noted for his calm and collected approach as well as being uncompromisingly thorough.

901 Real Estate Services' Property Management division has always focused on Downtown rentals of apartments and condos. The staff focuses on providing upscale apartments and condos in move-in condition, with everything being in working order. They provide their clients with management solutions that will help the leasing of their properties to operate smoothly, while increasing desirability and enhancing investment value. Apartment and condo owners throughout Downtown Memphis depend on them to help achieve their goals of property performance and profitability. 901 Real Estate Services' goal is to ensure that the Owner's units are well managed and that it attracts and retains quality tenants.

Kendall Haney

Exhibit G



MONTGOMERY MARTIN CONTRACTORS MARINE HOSPITAL INFRASTRUCTURE ESTIMATES - MEMPHIS, TN 10/10/2018

Description	Off Site Expenses
MLG&W	
MLG&W (Electric) to Marine Hospital site	85,209
MLG&W (Water) to Marine Hospital site	104,000
SEWER	
Sewer Pump Upgrade at base of Illinois Ave. <i>(true scope/ cost unknown at this time)</i>	175,000
PARKS	
Chickasaw Heritage Park Improvements (tree plantings & work, benches & etc.)	15,000
STREETS & SIDEWALKS	
Street light poles along Metal Museum Dr. & Illinois Ave.	84,500
Sidewalk repairs adjacent to Marine Hospital property	15,000
Underpass improvements at Metal Museum Dr. under I55W	5,000
Crosswalks & signage along Metal Museum Dr.	2,500
MISCELLANIOUS	
Sky Cop cameras on Metal Museum Dr. & Illinois Ave.	25,000
Improvements to City owned Metal Museum Property Fence	12,000
Contingency	52,321
SUBTOTAL	575,530
General Conditions	
Permit	
Bond	
Insurances	
Contingency	
Fee	
TOTALS	575,530

Exhibit H

To: Whom it might concern

From: Hilliard Crews

Subject: Marine Hospital Financing

Date: February 6, 2017

Please be advised that subject to completion of further due-diligence and a favorable response from City government I am prepared to provide or guarantee the funds required for the restoration and conversion of the buildings on the grounds of the former U.S. Marine Hospital at 360 Metal Museum Drive into a market rate multi-family residence.

This pioneering project carries substantial risk and it does not project the returns that I ordinarily expect from my investments but I am willing to do for the good of our City and also to protect my brother - Lauren's investment.

I am pleased that I am in the position to help save these historically significant buildings that appear to be in a rapidly deteriorating condition.

Attached please find some brief information on myself.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hilliard Crews', written in a cursive style.

Hilliard Crews

Exhibit I

U.S. MARINE HOSPITAL

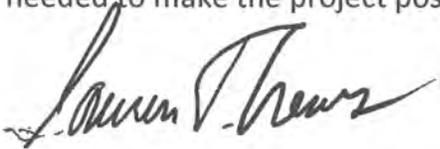
To: Center City Revenue Finance Corporation

From: Desoto Pointe Partners

Subject: PILOT Request

Date: October 12, 2018,

Desoto Pointe Partners respectfully request a payment in lieu of taxes for 20 years. With the addition of public art and architectural lighting the project scores for a 24 year PILOT. It is understood that the normal limit is 15 years however the additional years are needed to make the project possible.



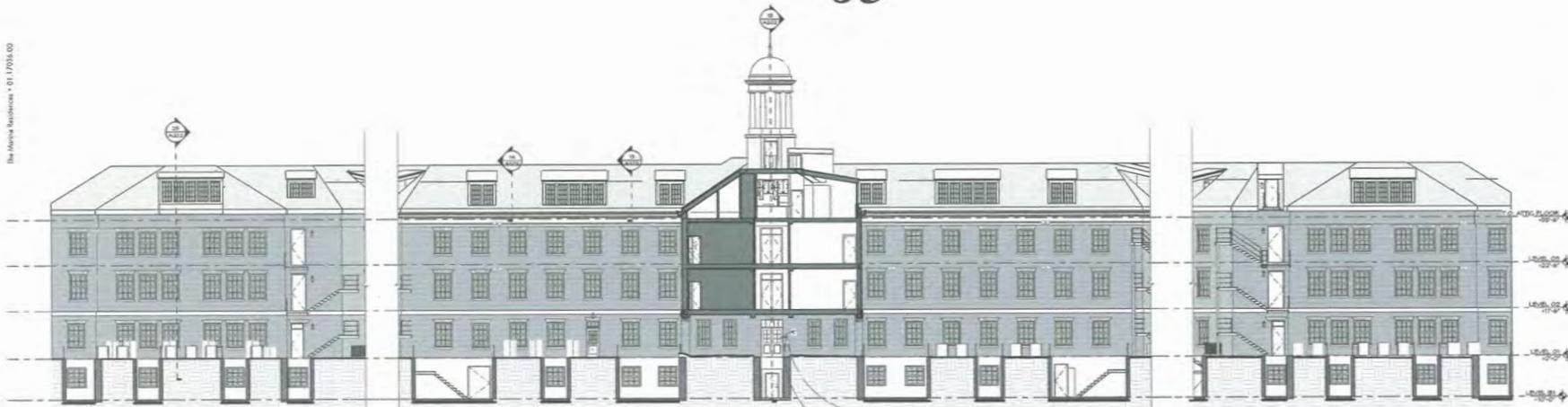
Regards, Lauren T. Crews

Managing Partner

Desoto Pointe Partners

J3

The Marine Residences - 01.17035.00

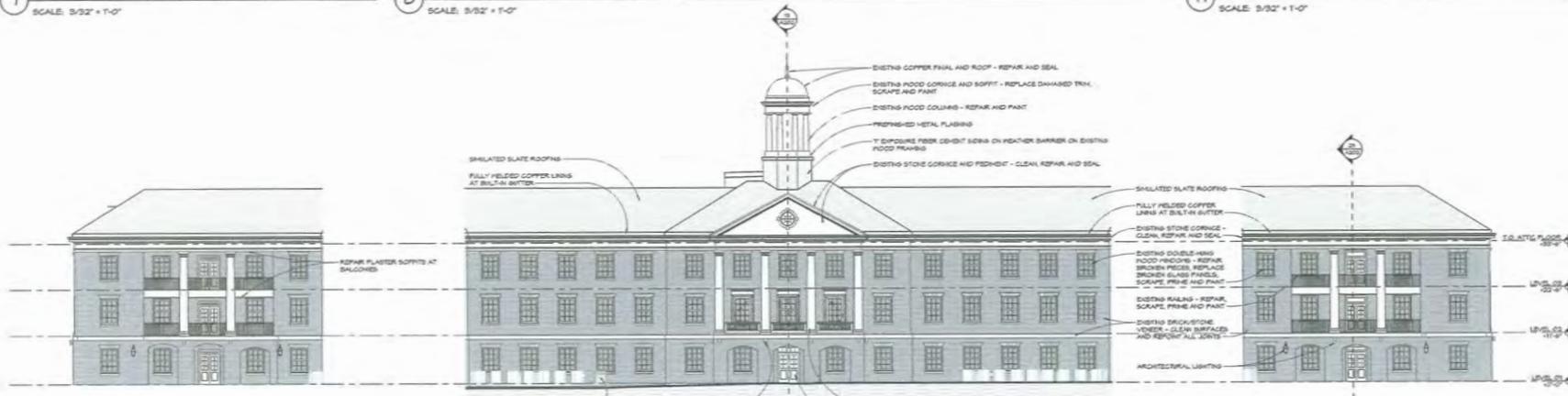


DIRECTORY STYLE CALL BOYS MOUNT IN COURTYARD WITH ADA SIDEWALK PER MANUFACTURER
FOR CONTROL IF SEPARATE FROM CALL BOYS

7 EAST WING ELEVATION - NE
SCALE: 3/32" = 1'-0"

8 SOUTH COURTYARD ELEVATION
SCALE: 3/32" = 1'-0"

11 WEST WING ELEVATION - NW
SCALE: 3/32" = 1'-0"



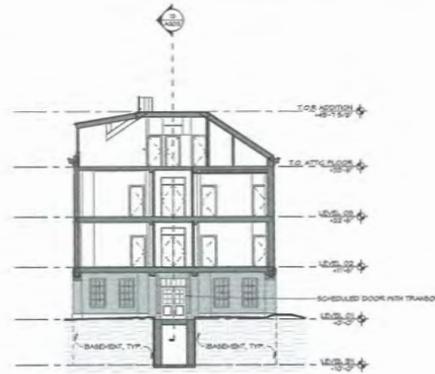
19 WEST WING ELEVATION - SE
SCALE: 3/32" = 1'-0"

20 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

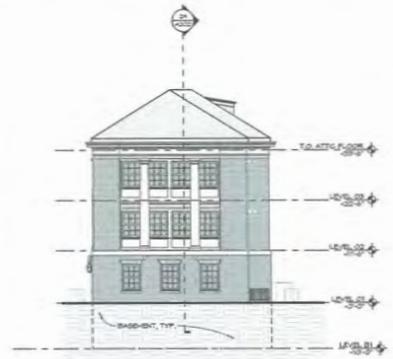
23 EAST WING ELEVATION - SW
SCALE: 3/32" = 1'-0"



25 WEST WING ELEVATION - SW
SCALE: 3/32" = 1'-0"



27 NORTH PASEO ELEVATION
SCALE: 3/32" = 1'-0"



29 EAST WING ELEVATION - SE
SCALE: 3/32" = 1'-0"

LRK

Looney Ricks Kiss

Architecture Planning Interiors Research
175 Tenants Plaza, Suite 500
Memphis, Tennessee 38103
Telephone 901.521.1440
Fax 901.522.2360
E-mail info@LRK.com

Client:
Desoto Pointe Partners

420 South Pearl Street #105
Memphis, TN 38102

Issues and Revisions

Date	Issued / Revised
12.22.17	50% Design Development
01.31.18	Design Development
02.04.18	50% CD Set
07.04.18	Permit / Bid Set

2018 LRK is Design, write, record, and design concepts shall not be used or modified without the prior written consent of LRK Inc. Use of this drawing, the permit drawings only. Read down with owner agreement with the Architect. Contractor shall check and verify all dimensions and conditions at job site.

LRK Project Number: 01.17035.00

Project Name:

The Marine Residences
300 Metal Museum Drive
Memphis, TN 38104

Drawing Name:
HOSPITAL BUILDING EXTERIOR ELEVATIONS

Drawn By: LJ
Checked By:

A200

10/18/2018 11:44 AM C:\Users\lrciss\OneDrive\Documents\01.17035.00.dwg

Exhibit M

Marine Hospital
90% CD Budget
Cost Summary



	10/12/18 Budget	
Site Allowances	\$	80,000
Abatement & Demolition		362,269
Earthwork/Drainage		119,007
Site Utilities		214,163
Site Concrete		147,397
Asphalt Paving & Striping		121,187
Fences & Gates		112,856
Landscaping		-
Concrete		353,071
Masonry, Restoration & Cleaning		292,000
Structural & Misc. Steel		432,641
Rough Carpentry		482,177
Finish Carpentry		273,389
Waterproofing & Dampproofing		58,000
Shingle/Slate Roofing/TPO		502,942
Doors, Frames, & HW		450,999
Specialty Doors		19,331
Windows, Glass, & Glazing		353,703
Glass Shower Enclosures		47,465
Drywall		1,308,888
Tile		221,750
Flooring		188,461
Painting		195,490
Specialties		113,039
Residential Appliances		230,782
Manufactured Casework & Countertops		312,954
Window Treatments		54,099
Pool		60,000
Elevator		164,140
Trash Chute		18,000
Fire Protection		369,083
Plumbing		740,512
HVAC		1,065,000
Electrical		1,322,263
SUBTOTAL	\$	10,787,058
General Conditions		593,445
Fees & Other Costs		
P & P Bond (NIC)		-
Insurance - Builders Risk		23,940
Insurance - Standard GL		41,831
Building Permit		31,184
Contingency		-
Fee		516,486
TOTAL	\$	11,993,944

Exhibit N

MAPS

1. AERIAL
2. VICINITY
3. ZONING
4. CBID

N1

CITY OF MEMPHIS
012001 00053

HORIZON CONDOMINIUM TOWER TOWERS
002086 C400

012001 00054
LOCAL TV TENNESSEE LLC

012001 00064C
FIRST UNITARIAN CHURCH OF MEMPHIS

MEMPHIS CITY OF
012001 00059

012001 00062
LOCAL TV TENNESSEE LLC

KANSAS CITY AND MEMPHIS RIVY AND BRIDGE CO
012001 00028

CITY OF MEMPH
012001 00057

012001 00019

KANSAS CITY AND MEMPHIS RIVY AND BRIDGE CO
012001 00060

012001 00059
CITY OF MEMPHIS

ARKANSAS AND MEMPHIS RAILWAY BRIDGE CO
012001 00058

KANSAS CITY OF MEMPHIS RIVY AND BRIDGE CO
012001 00050

CITY OF MEMPHIS
012007 00009

CITY OF MEMPHIS
012001 00051

CITY OF MEMPHIS
012001 00052

SAJAN LLC
012007 00003

012008 00017

MEMPHIS RIVERBOWL INC

012008 00011
CITY OF MEMPHIS

012008 00010
CITY OF MEMPHIS

012008 00012

DESOTO POINTE PARTNERS

MARINE HOSPITAL

012009 00001
CITY OF MEMPHIS

012006 00001
CITY OF MEMPHIS

DESOTO POINTE PARTNERS

012006 00017C

SOUTHERN COTTON GINNERS ASSOCIATION

012006 00010C

BUFORD ALBERT M & HUGUETTE

012006 00014

BUFORD ALBERT M & HUGUETTE

012006 00014

BUFORD ALBERT M & HUGUETTE

012006 00014

RUSSUM LAINNE AND S. LEARNER PWP
012006 00005

012006 00010C

BUFORD ALBERT M & HUGUETTE

012006 00011

012006 00011

012006 00011

012006 00011

012006 00011

012006 00011

012006 00011

FRENCH FORT
COMMUNITY

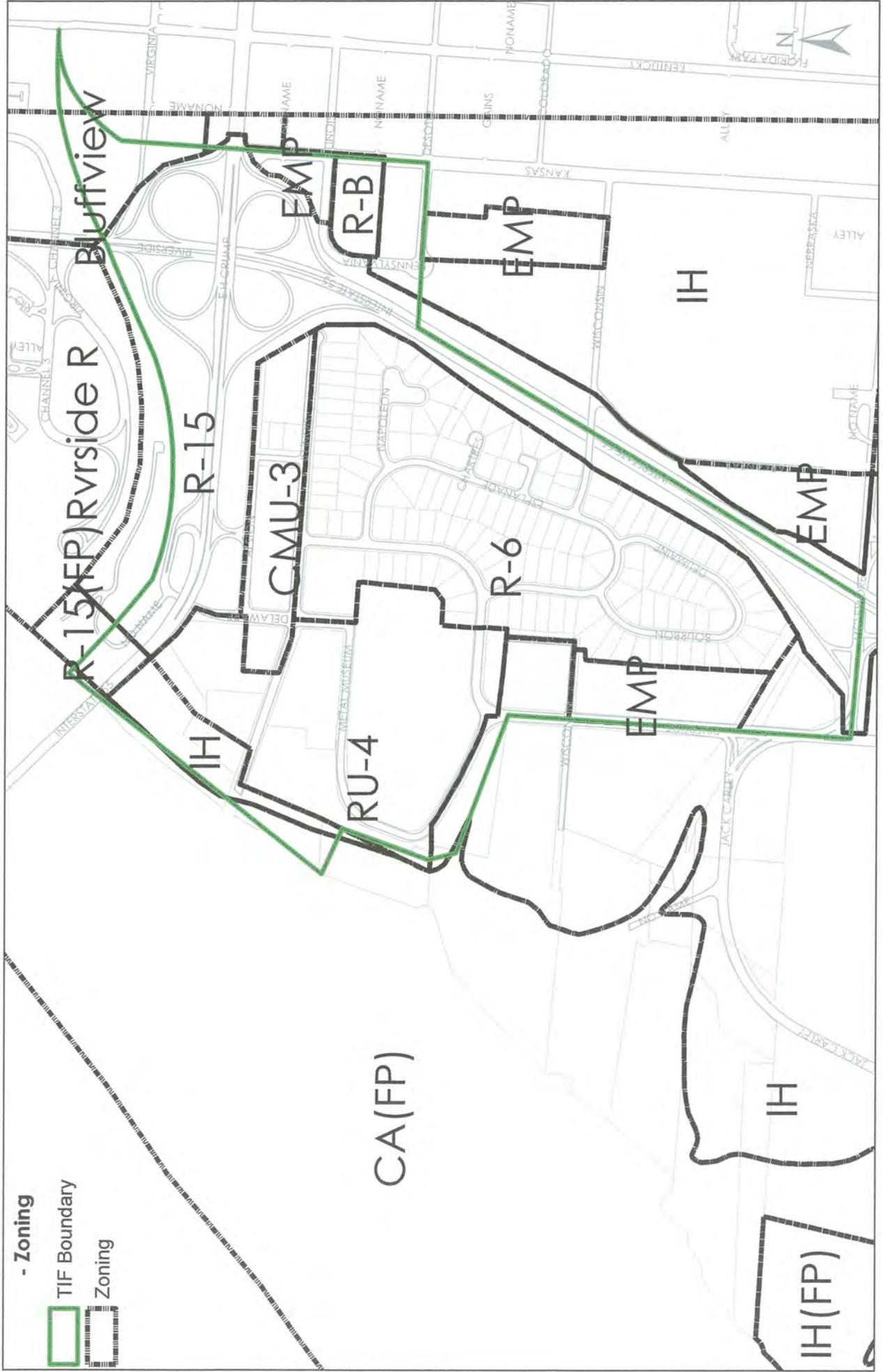
TERMINALS LLC

012006 00003

Figure 1. Project Vicinity Map for the I-55 Interchange project.



N3



APPENDIX I - PROGRAM BOUNDARY

Central Business Improvement District



Exhibit O

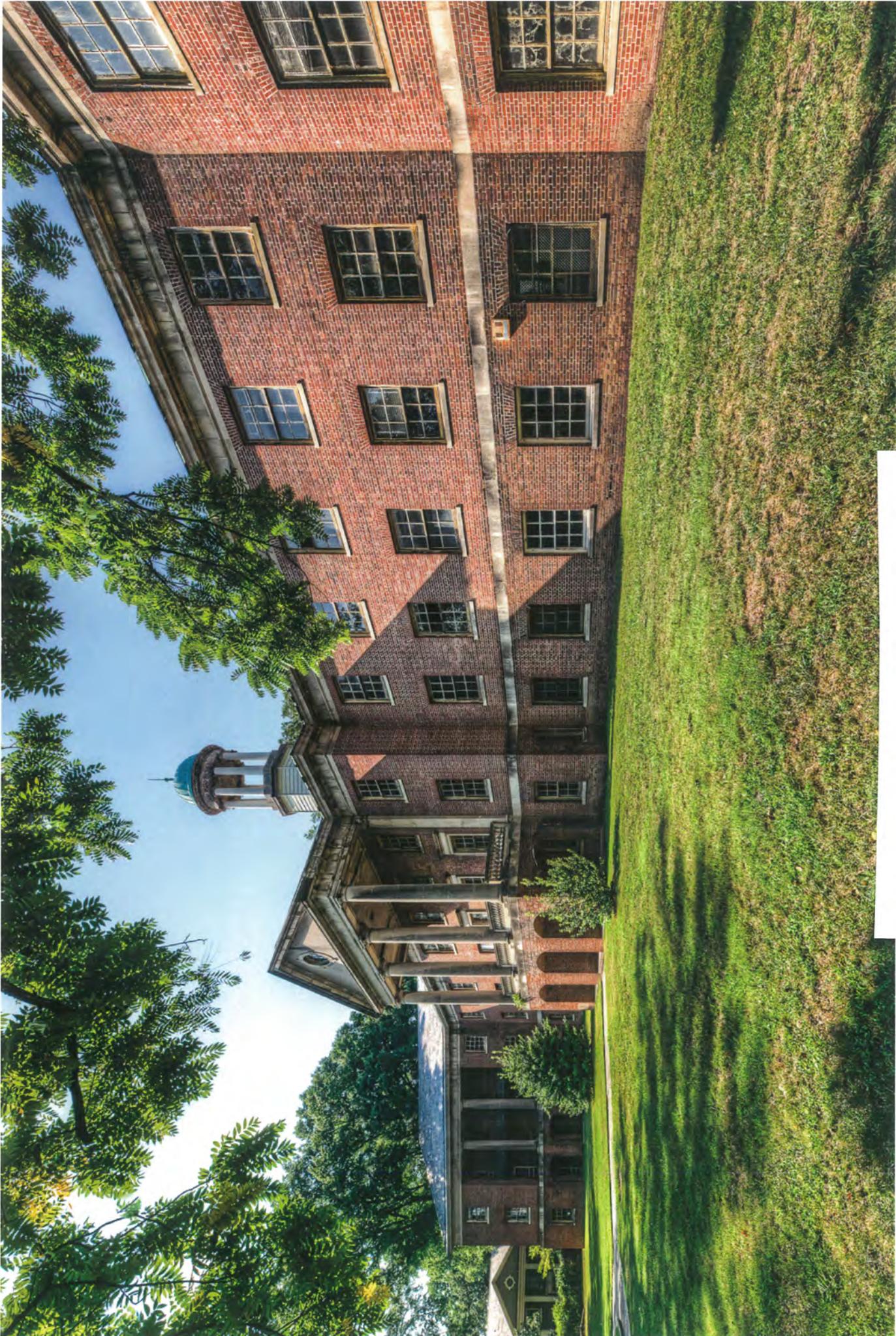
PHOTOS / RENDERINGS

1. MAIN BUILDING, SOUTH ELEVATIONS #1
2. MAIN BUILDING, SOUTH ELEVATIONS #2
3. MAIN BUILDING INTERIOR, WEST WING
4. MAIN BUILDING, INTERIOR WEST SIDE
5. NURSE BUILDING, WEST ELEVATION
6. MAINTENANCE BUILDING, NORTH ELEVATION
7. PROPOSED AERIAL, SOUTH
8. PROPOSED AERIAL, NORTH

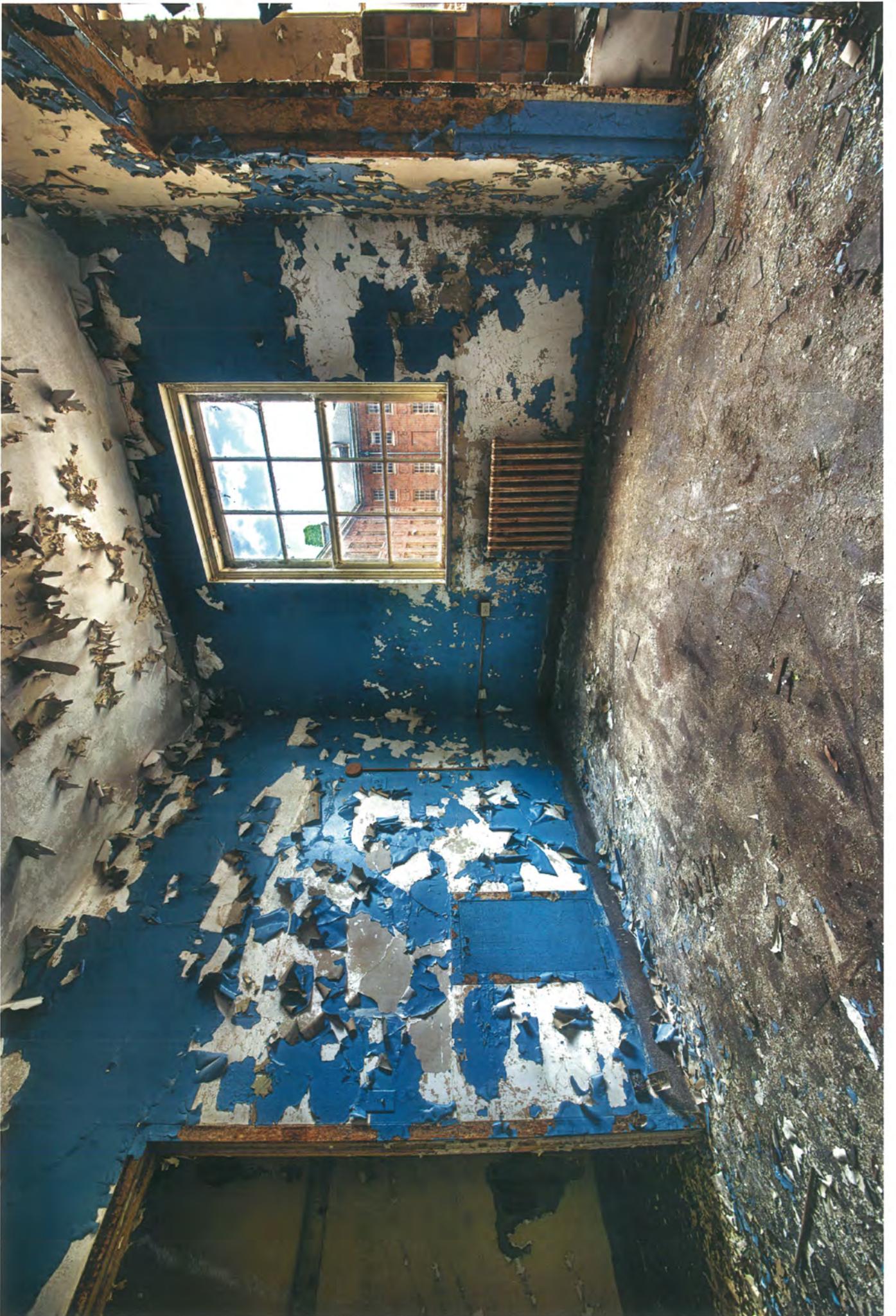
01



U.S. Marine Hospital, South Elevation



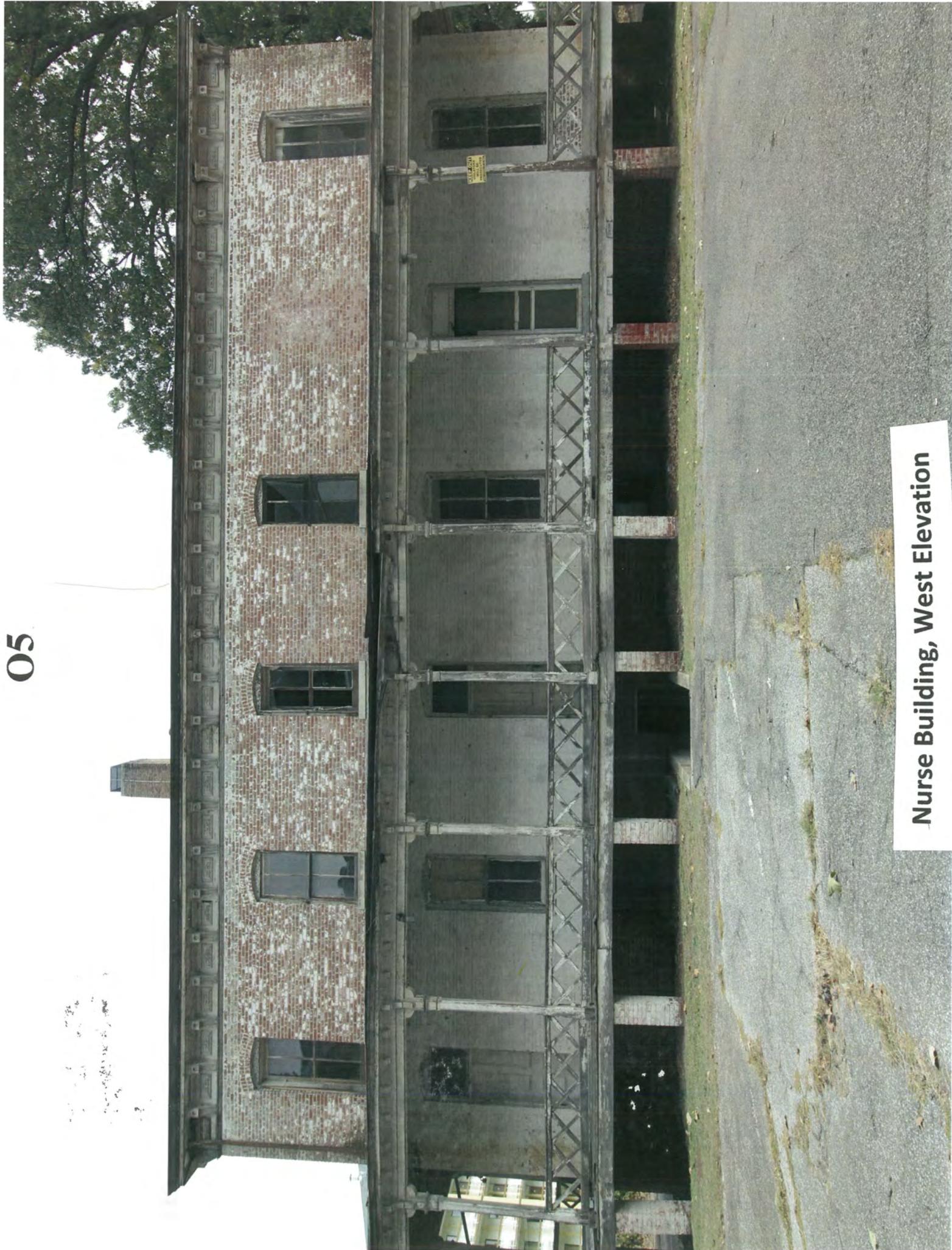
U.S. Marine Hospital, South Elevation





U.S. marine Hospital, Interior

05



Nurse Building, West Elevation

06



Maintenance Building, South



Proposed, South



SOURCES & USES, MARINE RESIDENCE

10.15.18

Sources of Funds

Mortgage Amount	8,350,000	45%
Loan via Center City Development Corp. <i>*Assumed</i>	300,000	2%
Infrastructure via City <i>*Assumed</i>	575,530	3%
Federal Historic Tax Credits	2,469,343	13%
Cash via Developer	3,838,859	21%
Property via Developer	788,558	4%
Deferred Development Fee via Developer	2,385,000	13%
Total:	18,707,290	100%

Use of Funds

Acquisition	788,558	4%
Hard Cost	13,696,401	73%
Soft Cost	4,222,331	23%
Total:	18,707,290	100%

Acquisition, Soft & Hard Cost, Marine Residence

Acquisition					
Land & Improvements	750,000				
Title Work	500				
Legal & Consulting	650				
Survey	5,350				
Environmental	24,250				
Miscellaneous (1%)	7,808				
Total Acquisition:	788,558	\$11			
Soft Costs					
Architectural & Engineering					
Architectural	550,000				
Engineering	69,500				
Digital Scanning	22,000				
Contingency (5%)	30,975				
Total A & E Costs	672,475				
Financial Expenses					
Tax Credit Loan Interest & Fees	140,000				
Construction Interest	288,075				
Bank Origination Fee	41,750				
Title & Recording	25,050				
Appraisal	6,500				
CCRC Loan Fees & Interest	19,625				
Contingency (5%)	26,050				
Total Finance	547,050				
PROFESSIONAL FEES					
Consultant Fees	8,000				
Accounting/ Legal	12,000				
Tax Credit Consulting/ Accounting Fees	150,000				
Development Fee	2,385,000				
TOTAL PROFESSIONAL	2,555,000				
Misc. Expenses					
Marketing	40,000				
Security	10,000				
Signage	4,000				
Furniture, Fixtures & etc.	65,000				
PILOT Application Fee	1,000				
SHPO Approval	32,000				
Taxes, property	3,726				
Insurance	1,259				
Termite/ Pest Control	6,200				
Contingency (5%)	8,159				
PILOT Closing Fee	276,462				
Total Misc.	447,807				
Total Soft Costs:	4,222,331	\$	60		
Hard Costs					
Infrastructure	575,530				
Security, TV, Cable, Misc. by Developer	75,000				
Construction	12,135,694				
Bonding	-				
Construction Contingency, Developer (7.5%)	910,177				
Total Hard Costs:	13,696,401	\$	196		
TOTAL DEVELOPMENT:	18,707,290	\$	268		

P4

Projected Cash Flow, Marine Residence, *with PILOT*

	Year	1	2	3	4	5	6	7	8
Operating:									
Rental Income		715,619	1,192,699	1,216,553	1,240,884	1,265,701	1,291,015	1,316,836	1,343,172
Expenses		250,773	358,248	361,830	365,448	370,930	376,494	384,024	391,704
Net Income:		464,846	834,451	854,723	875,435	894,771	914,521	932,812	951,468
<i>Annual Cap Rate</i>		3.50%	6.28%	6.44%	6.59%	6.74%	6.89%	7.03%	7.17%
Debt:									
Bank Loan		288,075	637,758	637,758	637,758	637,758	637,758	637,758	637,758
CCRC Loan		16,625	16,625	16,625	16,625	16,625	16,625	16,625	16,625
<i>Debt Service Coverage</i>		153%	128%	131%	134%	137%	140%	143%	145%
Income (after debt)		160,146	180,069	200,340	221,053	240,389	260,139	278,430	297,086
<i>Return on Equity, Cash + Property</i>		3.46%	3.89%	4.33%	4.78%	5.19%	5.62%	6.02%	6.42%
<i>Return on Equity, Cash only</i>		4.17%	4.69%	5.22%	5.76%	6.26%	6.78%	7.25%	7.74%
Distributions:									
Tax Credit Investor Payout		3,203	3,601	4,007	4,421	4,808	13,007		
Partnership Returns		156,943	176,467	196,334	216,632	235,581	247,132	278,430	297,086
<i>Return on Equity, Cash + Property</i>		3.39%	3.81%	4.24%	4.68%	5.09%	5.34%	6.02%	6.42%
<i>Return on Equity, Cash Only</i>		4.09%	4.60%	5.11%	5.64%	6.14%	6.44%	7.25%	7.74%

	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
1,370,036	1,397,437	1,425,385	1,453,893	1,482,971	1,512,630	1,542,883	1,573,741	1,605,215	1,637,320	1,670,066	1,703,467	
399,538	407,529	415,680	423,993	432,473	441,123	449,945	458,944	468,123	477,485	487,035	496,776	
970,497	989,907	1,009,706	1,029,900	1,050,498	1,071,508	1,092,938	1,114,797	1,137,092	1,159,834	1,183,031	1,206,692	
7.31%	7.46%	7.60%	7.76%	7.91%	8.07%	8.23%	8.40%	8.56%	8.74%	8.91%	9.09%	
637,758	637,758	637,758	637,758	637,758	637,758	637,758	637,758	637,758	637,758	637,758	637,758	
157,457	-											
122%	155%	158%	161%	165%	168%	171%	175%	178%	182%	185%	189%	
175,283	352,150	371,948	392,142	412,740	433,750	455,180	477,039	499,335	522,077	545,273	568,934	
3.79%	7.61%	8.04%	8.47%	8.92%	9.37%	9.84%	10.31%	10.79%	11.28%	11.78%	12.29%	
4.57%	9.17%	9.69%	10.22%	10.75%	11.30%	11.86%	12.43%	13.01%	13.60%	14.20%	14.82%	
175,283	352,150	371,948	392,142	412,740	433,750	455,180	477,039	499,335	522,077	545,273	568,934	
3.79%	7.61%	8.04%	8.47%	8.92%	9.37%	9.84%	10.31%	10.79%	11.28%	11.78%	12.29%	
4.57%	9.17%	9.69%	10.22%	10.75%	11.30%	11.86%	12.43%	13.01%	13.60%	14.20%	14.82%	

Projected Cash Flow, Marine Residence, *without PILOT*

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Operating:								
Rental Income	715,619	1,192,699	1,216,553	1,240,884	1,265,701	1,291,015	1,316,836	1,343,172
Expenses	432,744	540,219	545,621	551,077	559,343	567,733	579,088	590,670
Net Income:	282,875	652,480	670,932	689,807	706,358	723,282	737,748	752,503
<i>Annual Cap Rate</i>	2.13%	4.91%	5.05%	5.20%	5.32%	5.45%	5.56%	5.67%
Debt:								
Bank Loan	288,075	637,758	637,758	637,758	637,758	637,758	637,758	637,758
CCRC Loan	16,625	16,625	16,625	16,625	16,625	16,625	16,625	16,625
<i>Debt Service Coverage</i>	93%	100%	103%	105%	108%	111%	113%	115%
Income (after debt)	(21,825)	(1,902)	16,550	35,425	51,976	68,900	83,366	98,121
<i>Return on Equity, Cash + Property</i>	-0.47%	-0.04%	0.36%	0.77%	1.12%	1.49%	1.80%	2.12%
<i>Return on Equity, Cash only</i>	-0.57%	-0.05%	0.43%	0.92%	1.35%	1.79%	2.17%	2.56%
Distributions:								
Tax Credit Investor Payout	(436)	(38)	331	708	1,040	3,445		
Partnership Returns	(21,388)	(1,864)	16,219	34,716	50,937	65,455	83,366	98,121
<i>Return on Equity, Cash + Property</i>	-0.46%	-0.04%	0.35%	0.75%	1.10%	1.41%	1.80%	2.12%
<i>Return on Equity, Cash Only</i>	-0.56%	-0.05%	0.42%	0.90%	1.33%	1.71%	2.17%	2.56%

Summary, Marine Residence

Lease-Up Period			Net Rentable Square Feet	69,796
1st Year after construction	60%		Average Unit Square Feet	983
2nd Year after construction	94%		Rent Income Per Square Foot	1.54
Unit Breakdown			Average Monthly Unit Rent	1,446.34
Studio/1 bedroom	38		Rental Income, Annual	1,232,285
2 bedroom	30		Parking	10,428
3 bedroom	3		Storage	14,940
Total Units	71		Pet Fees & Deposits	9,755
Total Bedrooms	107		Admin, App Fees & Misc	1,420
Unit Cost, Total	263,483		Potential Income, Annual	1,268,828
Unit Cost, Developer	182,781			

