HAWAII PUBLIC HOUSING AUTHORITY
NOTICE OF
BOARD OF DIRECTORS MEETING
1002 North School Street, Building A
Honolulu, Hawaii 96817
Wednesday, January 28, 2026
9:00 a.m.

AGENDA

THIS MEETING WILL BE HELD VIA ZOOM (INTERACTIVE AUDIO VISUAL CONFERENCE TECHNOLOGY) OR TELECONFERENCE CALL (AUDIO-ONLY COMMUNICATION) AND AT 1002 NORTH SCHOOL STREET, BUILDING A, HONOLULU, HI 96817

Viewing/Participating in the Meeting:

Zoom: The public may participate in the Board meeting as it happens via Zoom (a free video conferencing service to hold virtual meetings online) by clicking on this link: https://us06web.zoom.us/j/8166551024?pwd=V1QwWnc3aE96bkxmeTI4V0tIekhkZz09&omn=83620761291 When prompted, enter the Meeting ID: 816 655 1024 and the Password: 9dn9C3

Alternatively, the public may also participate via telephone by calling: 1-669-900-6833. When prompted, callers should enter the Meeting ID: 816 655 1024 and the Password: 9dn9C3. We request that meeting participants change the display on their device to show their first and last name to expedite rollcall. Please keep in mind that many devices will display your cellphone number if not changed.

If the Hawaii Public Housing Authority (HPHA) loses internet or Zoom connection during the meeting where audiovisual communication cannot be maintained with all participating Board members and quorum is lost, the meeting will automatically be recessed for 30 minutes to restore audiovisual communication. **Audio-Only Communication:** If the attempt to restore audiovisual communication is unsuccessful, all Board members, staff, the public may continue to participate in the Board meeting via teleconference call by calling 1-862-799-9759, whereby audio-only communication will be established for all participants and the meeting will continue. When prompted, callers outside of the United States should enter the Access Code: 8232649.

Physical Meeting Location:

The public may also attend the meeting at 1002 North School Street, Building A, Honolulu, HI 96817, which will be connected via Zoom to the remote meeting. At this time, no Board members are scheduled to be physically present at this location.

Providing/Submitting Testimony – Written, Oral, Audiovisual:

Interested persons can submit written testimony in advance of each meeting that will be distributed to the Board members prior to the meeting. Written testimony should indicate the relevant agenda item. Submit written testimony via email to rochelle.k.kepaa@hawaii.gov or via postal mail to the Hawaii Public Housing Authority at P.O. Box 17907, Honolulu, HI 96817. We request written testimony be submitted no later than 48 hours prior to the scheduled meeting to ensure that the testimony may be distributed to the Board prior to the meeting. Late written testimony will be distributed to the Board at the meeting and retained as part of the record and distributed to the Board members as soon as practicable, but we cannot ensure they will receive it with sufficient time for review prior to decision-making on the agenda item in question.

The Board will also consider public testimony given at the meeting on any item relevant to this agenda. Pursuant to Section 92-3, Hawaii Revised Statutes, and Section 17-2000-18, Hawaii Administrative Rules, the Board may limit public testimony to three minutes per agenda item and shall only accept oral testimony related to items on the agenda.

Individuals may submit oral testimony during the meeting by sending an email request to rochelle.k.kepaa@hawaii.gov no later than Monday, January 26, 2026, or by using the "Raise Hand" feature in Zoom, or by simply announcing/identifying themselves when the item they want to testify about during the public testimony portion of the meeting is opened. Individuals may also provide audiovisual oral testimony by using the "Raise Hand" feature in Zoom, clicking the "Unmute" icon to talk, and clicking the "Start Video" icon to turn camera on.

Executive Session: If or when the Board of Directors enter executive session, all non-Board members will be moved to the virtual waiting room by the HPHA. Individuals are welcome to wait in the virtual waiting room and will be readmitted to the meeting at the end of the executive session.

I. CALL TO ORDER/ESTABLISHING QUORUM

II. APPROVAL OF MINUTES

Regular Meeting Minutes, December 10, 2025

III. DISCUSSION AND/OR DECISION MAKING

A. To: **(1)** Approve the Hawaii Public Housing Authority's Draft Annual Public Housing Agency Plan for Fiscal Year 2027; and **(2)** Authorize the Executive Director to (a) Hold a Public Hearing on the Draft Plan; (b) Undertake All Actions Necessary to Accept, Adopt, or Respond to Comments from the Public and the Resident Advisory Board; and (c)

Submit the Proposed Plan to the U.S. Department of Housing and Urban Development if No Substantive Changes are Required

B. To: **(1)** Approve the Hawaii Public Housing Authority's Moving to Work Supplement for Fiscal Year 2027; and **(2)** Authorize the Executive Director to (a) Hold a Public Hearing; (b) Undertake All Actions Necessary to Accept, Adopt, or Respond to Comments from the Public and the Resident Advisory Board; and (c) Submit the Proposed Moving to Work Supplement to the U.S. Department of Housing and Urban Development if No Substantive Changes are Required

C. To: **(1)** Approve the Hawaii Public Housing Authority ("HPHA" or "the Authority") to enter into the Disposition and Development Agreement ("DDA") for the Mayor Wright Homes Phase 1A Redevelopment Proposed on a Portion of Tax Map Key No. (1) 1-7-029-003; and **(2)** Authorize the Executive Director to Make Minimal or Ministerial Changes to the Mayor Wright Homes Phase 1A DDA in Consultation with the Hawaii Public Housing Authority's Attorneys and Consultants and to Execute the DDA When Finalized

(The Board may go into Executive Session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(3) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities related to this motion.)

D. To: Approve the Settlement in Karsom, et al. v. State of Hawaii, et al., Civil No. 17-1-0843-05 (LWC)

(The Board will go into executive session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as related to settlement in Karsom, et al. v. State of Hawaii, et al., Civil No. 17-1-0843-05(LWC))

IV. REPORTS

A. Executive Director's Report:

Monthly reports are included in the Board packet. Meeting updates will include the following:

- Development and redevelopment including public housing modernization projects, Ka Lei Momi sites, and overall construction progress.

The Board agenda and packet materials, which include, meeting minutes listed under item II, a written description and narrative discussion of each item and supporting documents listed under item III, and the monthly Executive Director's report listed under item IV, for this meeting are available for inspection on the HPHA's website: https://hpha.hawaii.gov/about-the-hpha/meeting-packets and are available for in person review at the Board's office located at 1002 North School Street, Building E, Honolulu, HI 96817.

If you need an auxiliary aid/service or other accommodation due to a disability, contact Ms. Kanoe Kepaa by telephone at (808) 832-4694 or by email at rochelle.k.kepaa@hawaii.gov as soon as possible, preferably by close of business three days prior to the meeting date. Requests should be made as early as possible to have a greater likelihood of being fulfilled. If a response is received after Monday, January 26, 2026, we will try to obtain the auxiliary aid/service or accommodation, but we cannot guarantee that the request will be fulfilled. Upon request, this notice is available in alternate/accessible formats.

HAWAII PUBLIC HOUSING AUTHORITY
MINUTES OF THE REGULAR MEETING
HELD AT 1002 NORTH SCHOOL STREET, BUILDING A
HONOLULU, HAWAII 96817
ON WEDNESDAY, DECEMBER 10, 2025
IN THE CITY AND COUNTY OF HONOLULU, STATE OF HAWAII

The Board of Directors of the Hawaii Public Housing Authority held their Regular Board Meeting at 1002 North School Street, on Wednesday, December 10, 2025. The Board meeting was conducted by video conference via Zoom. Video recording of the meeting can be found on the HPHA's website: https://hpha.hawaii.gov/about-the-hpha/meeting-packets.

The public was able to participate in the meeting via Zoom or telephone by calling in. The meeting was also open to the public for in person participation at 1002 N. School Street, Building A, Honolulu, HI 96817. No Board members were physically present at this location. It was announced that if the HPHA lost internet or Zoom connection during the meeting, the meeting would be recessed and reconvened pursuant to instructions in the posted agenda.

Chairperson Hall apologized for not being able to conduct last month's meeting due to technical difficulties.

Chairperson Hall stated that the Board would accept public testimony on any item relevant to the agenda during the public testimony portion of the meeting and at the time the agenda item is called for discussion.

Chairperson Hall acknowledged the Board members received written testimony from Laurie Thorson and Desiree Kihano.

At approximately 9:09 a.m., Chairperson Hall called the meeting to order, held a roll call, and declared a quorum present. Those present were as follows and no one else was with them at their location:

PRESENT:	Director Robert Hall, Chairperson
(Via Zoom)	Director Susan Kunz, Secretary
	Director Scott Glenn
	Designee Joseph H. Campos, II (In at 11:12 am)
	Director Lisa Anne Darcy
	Director Roy Katsuda
	Director Christyl Nagao
	Deputy Attorney General Klemen Urbanc
	Deputy Attorney General Chase Suzumoto

EXCUSED: Director Betty Lou Larson, Vice Chairperson
Director Todd Taniguchi

STAFF PRESENT: Hakim Ouansafi, Executive Director
(Via Zoom) Barbara Arashiro, Executive Assistant
Ryan Akamine, Chief Compliance Officer
Bennett Liu, Chief Financial Officer
Benjamin Park, Chief Planner
Rick Sogawa, Contracts and Procurement Officer
Becky Choi, State Housing Development Administrator
Carson Schultz, Redevelopment Officer
Dale Fujimoto, Property Mgt & Maint Services Branch Chief
Amanda Suyat, Hearings Officer
Nicolas Ayabe, Housing Planner
Jennifer Weber, Section 8 Subsidy Program Branch Chief
Shirley Befitel, Human Resources & Safety Officer
Nelson Lee, Systems Analyst Supervisor
Dallis Ontiveros, Housing Information Officer
Angela Nabua, Administrative Assistant
Kanoe Kepaa, Administrative Assistant

OTHERS PRESENT (via Zoom/teleconference):
Tami Whitney, Office of the Governor
Lindsay Apperson, Office of the Governor
Anna Matsunaga, Office of Senator Troy Hashimoto
Jean Young, Plante Moran
Ashley Frase, Plante Moran
Caitlin Barrow, Highridge Costa
Chris Deuchar, Form Partners LLC
Emily Davids, Form Partners LLC
Scott Jepsen, EJP Consulting Group
Kaimana Wright-Joy, Ahe Group
Kainoa Aitaro, Hawaii Affordable Properties
Laurie Thorson, Section 8 Participant
Lenda Tominiko, Kuhio Park Terrace Low-Rise Resident
June Talia, Kuhio Park Terrace Low-Rise Resident
Desiree Kihano, Palolo Valley Homes Resident
Des

Approval of Minutes

Director Nagao moved,

To Approve the Annual Meeting Minutes of August 28, 2025

No questions or comments were made by the Board.

The minutes were approved as presented.

Director Darcy moved,

To Approve the Regular Meeting Minutes of August 28, 2025

Ms. Laurie Thorson referenced multiple portions of the minutes that confirmed the Board members received her written testimony and appellate briefs. She noted that her written submissions had been attached to the minutes in past months. Ms. Thorson stated that her written testimony and supporting attachments were not included in these minutes and clarified that the allegations of fraud are not part of her lawsuit. She requested that her written testimony and supporting attachments be added to the minutes.

No further questions or comments were made by the Board.

The minutes were approved as presented.

Director Katsuda moved,

To Approve the Regular Meeting Minutes of September 11, 2025

Ms. Laurie Thorson opposed the approval of these minutes based on her previous argument that her written testimony and supporting attachments were not included in the minutes.

Chairperson Hall requested clarification from the HPHA's Deputy Attorney Generals regarding the inclusion of submitted documents with the meeting minutes.

Deputy Attorney General Klemen Urbanc reported that Hawaii Revised Statutes Section 92-9 provides what needs to be included in the minutes and testimony from the public is not such a requirement.

No questions or comments were made by the Board.

The minutes were approved as presented.

Discussion and Decision Making

Director Katsuda moved,

To: (1) Accept the Audited Financial Statements of the Hawaii Public Housing Authority for the Fiscal Year from July 1, 2024 to June 30, 2025; and (2) Authorize the Executive Director to Submit the Audited Financial Statements to the Office of the Governor, the Hawaii State Legislature, the U.S. Department of Housing and Urban Development, and Other Entities as May Be Required

Chairperson Hall stated that the Board would accept public testimony on this item.

Ms. Laurie Thorson objected to Board approval of the audited financial statements prepared by Plante Moran, asserting that the statements contain inaccurate figures and improperly combine funding from separate federal programs, including Section 8 HCV Voucher Program, Section 8 Contract Administration and Housing Assistance Vouchers, and the MTW Program. Ms. Thorson stated that these programs receive separate funding and are governed by different federal rules. She alleged that the reported subsidy usage and expenditures do not accurately reflect voucher utilization. She further alleged noncompliance with HUD regulations and objected to the Board's approval of the financial statements as presented.

No additional testimony was received.

Executive Director Ouansafi asked the Board to accept HPHA's audited financial statements for fiscal year 2025 and authorize their submission to the Governor, Legislature, HUD, and other required agencies. These audited statements confirm HPHA's financial position for the year and are a key requirement for state and federal reporting. Executive Director Ouansafi stated that the independent audit was conducted by Plante Moran, a firm contracted by the State's Office of the Auditor.

Executive Director Ouansafi introduced Ms. Jean Young, Partner and Ms. Ashley Frase, Principal from Plante Moran to provide an overview of the audit for the Board.

Ms. Ashley Frase began the overview by covering the two (2) end of audit communication letters.

Ms. Ashley Frase reported that the first audit communication letter related to the auditor's report on internal control over financial reporting. She noted that one item was required to be reported under auditing standards for fiscal year 2025 (Item 2025-001). The item relates to a general ledger adjustment associated with two construction-in-progress projects impacted by the Maui fires in fiscal year 2024.

Ms. Frase explained that the projects were appropriately written off in fiscal year 2024, but the related construction-in-progress balances were not adjusted until fiscal year 2025, resulting in a timing difference that required a restatement of beginning balances. She noted that the adjustment was identified and recorded by HPHA management prior to the start of the fiscal year 2025 audit.

Ms. Frase further reported that management has met with the auditors and has included planned actions in the letter to enhance coordination and documentation going forward, particularly related to unique events such as natural disasters.

Ms. Ashley Frase reported that the second audit communication letter was the required end-of-audit communication under auditing standards. She noted that the letter describes the auditors' responsibilities and confirms that the audit was performed in accordance with the planned scope and timing communicated to the Board prior to the audit starting.

Ms. Frase explained that the letter also notes the Authority's adoption of GASB Statement No. 101 during fiscal year 2025 related to compensated absences liability, which was recorded in the accounting records in accordance with the new standard. She further reported that the letter describes significant accounting estimates included in the financial statements, including pension and OPEB liabilities, allowances for receivables, and the compensated absences liability. The auditors reviewed the actuarial valuations and assumptions used by management and found them to be reasonable.

Ms. Frase concluded by reporting that there were no disagreements with management and no audit adjustments identified during the audit process. A management representation letter will be obtained following Board approval to finalize the audit.

Ms. Ashley Frase reviewed the draft audited financial statements included in the Board packet. She stated that their audit opinion letter issued a draft unmodified opinion, which represents the highest level of assurance that the financial statements are free from material misstatement.

Ms. Frase noted that the opinion letter contains several Emphasis of Matter paragraphs. One being consistent with the past, confirms that the Authority is a standalone reporting entity separate from the State, as required by auditing standards. She further reported that two additional emphasis paragraphs relate to the adoption of GASB Statement No. 101 for Compensated Absences, which had a significant impact on the Authority's financial statements, and to a restatement of beginning net position resulting from that accounting change identified by management and reviewed by the auditors.

Ms. Frase then summarized key financial information. She reviewed the Governmental Funds. She explained that the Redevelopment Funds account for redevelopment activities, including capital expenditures and developer loans. She also reviewed the Capital Fund, which receives state capital appropriations.

Ms. Frase reviewed the Housing Assistance Voucher and Section 8 Funds. She explained that housing assistance payments are expenses paid to landlords, and administrative fees are expensed as incurred, with remaining fund balances primarily representing unspent HUD administrative fees available for future use.

Ms. Frase concluded with a review of the Proprietary Funds, including the Federal Low-Rent Program, which encompasses the Authority's public housing properties and reflects rental income, HUD operating subsidies, capital grant revenues, and transfers. She also reviewed the Housing Revolving Fund and Housing for Elders Revolving Fund, which include rental income and state appropriation transfers, and the Central Office Cost Center, which accounts for central office activities and allocates administrative costs to other funds within the Authority.

Executive Director Ouansafi thanked the auditors for their hard work and professionalism.

Chairperson Hall asked the auditors if there is any potential or evidence of fraud.

Ms. Jean Young stated that based on audit procedures performed, no evidence of fraud was noted. She reported that all reportable matters had been communicated. Ms. Young reported they received confirmation from HUD on the funds received with no issues noted.

The motion was unanimously approved.

Director Kunz moved,

To: (1) Approve the Hawaii Public Housing Authority's Amended Moving to Work Supplement for Fiscal Year 2026; (2) Approve Board Resolution No. 25-05 Approving the Hawaii Public Housing Authority's Amended Public Housing Agency Plan for Fiscal Year 2026 and Amended Moving To Work Supplement for Fiscal Year 2026; and (3) Authorize the Executive Director to Take the Required Actions to Submit the Amended Moving to Work Supplement for Fiscal Year 2026 and Board Resolution No. 25-05 to the U.S. Department of Housing and Urban Development

Chairperson Hall stated that the Board would accept public testimony on this item.

Ms. Lenda Tominiko, Kuhio Park Terrace Low-Rise Resident expressed concerns regarding community safety. She requested support for establishing a Neighborhood Watch and a Resident Walking Program during late-night hours, and suggested coordination with local police for training. She also informed the Board that residents are in the process of forming a Community Association to better their community and support constructive activities for youth. Ms. Tominiko inquired about the timeline for repairing the community gym.

Ms. Laurie Thorson opposed the approval of the MTW Supplement and related Board Resolution. Ms. Thorson urged the Board not to approve the proposed policies.

Executive Director Ouansafi stated that all public housing authorities are required to submit an Annual PHA Plan. As a participant in the MTW Demonstration Program, HPHA is also required to submit an MTW Supplement as an addendum to that plan.

Executive Director Ouansafi reported that the Board previously approved the amendments for public comment on May 29, 2025, and that HPHA has since completed all required federal review processes. As no additional revisions were required, today's approval authorizes the submission of the amended MTW Supplement and Board Resolution to HUD for final acceptance. Executive Director Ouansafi further noted that HPHA will continue working with the Resident Advisory Board on implementation matters following HUD approval. Key details were included in the Board packet.

Director Darcy asked if there is flexibility within the demonstration supplement or is its application to residents narrowly defined.

Executive Director Ouansafi stated that HUD provides flexibility and fungibility under the MTW program, allowing HPHA to better serve residents.

Director Darcy asked if HPHA found any drawbacks to these amendments.

Executive Director Ouansafi reported that no issues were raised in the feedback received.

Chairperson Hall asked what impact the federal government would have on a national level to all HUD programs and on HPHA's proposed plan.

Executive Director Ouansafi reported that there is talk of potential term limits for public housing tenants, but no guidance has been issued, and nothing has been mandated on HPHA to date.

Chairperson Hall asked whether the plan is flexible enough to respond to potential changes at the federal level to the Public Housing or Section 8 programs, ensuring support for the most vulnerable residents and addressing local conditions in Hawaii.

Executive Director Ouansafi confirmed that the plan can be amended as needed.

The motion was unanimously approved.

Director Nagao moved,

To: Approve Resolution No. 25-06 Authorizing the Executive Director or His Designee to Prepare, Execute, and Submit a Disposition Application (HUD Forms 52860 and 52860-A) to the U.S. Department of Housing and Urban Development's (HUD) Special Applications Center (SAC) for the Kapaa

Homes Redevelopment (Redevelopment), Located in Kapaa, Hawaii, (TMK Nos. (4) 4-5-015:007, (4) 4-5-015-038 and (4) 4-5-015-042)

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Director Ouansafi reported that approval of Resolution 25-06 is requested to authorize submission of a Section 18 Disposition Application to HUD for the Kapaʻa Homes Redevelopment. This action is a procedural requirement to complete the federal approval process for a project previously approved by the Board.

Kapaʻa Homes is a 4.4-acre public housing site built in the 1960s with 36 units deemed physically obsolete. On February 24, 2025, the Board approved a Development Disposition Agreement with Highridge Costa Development Company to redevelop the site into a mixed-income community with 124 units, including 18 Restore-Rebuild units, serving households up to 80% AMI, and one manager's unit, funded through Low-Income Housing Tax Credits and other non-HUD sources.

Executive Director Ouansafi explained that HUD approval of the Section 18 application and required forms submitted through the Special Applications Center is necessary before relocation, demolition, and construction may proceed. The resolution does not revisit the redevelopment decision but fulfills HUD's procedural requirements. Upon HUD approval, relocation activities will begin, including resident outreach and issuance of tenant protection vouchers. The project aligns with HPHA's broader mission to increase affordable housing opportunities, improve resident quality of life, and leverage public-private partnerships to maximize the impact of state and federal resources.

No questions or comments were made by the Board.

The motion was unanimously approved.

Director Katsuda moved,

To: Approve the Second Amendment to the Master Planning and Predevelopment Agreement for Ka Lei Momi Redevelopment ("MPPA") Between the Hawaii Public Housing Authority ("HPHA") and HCDC Hawaii Development LLC ("Master Developer" or "HCDC") Extending the MPPA Term

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Director Ouansafi requested approval for the Second Amendment to the Master Planning and Predevelopment Agreement with HCDC, extending the Ka Lei Momi Redevelopment planning contract for one additional year, as the First Amendment

expires December 31. HPHA selected HCDC in 2023 as the Master Developer to evaluate a portfolio of HPHA-owned sites statewide to support development of at least 10,000 affordable housing units.

Executive Director Ouansafi noted that approximately 9,316 units have been identified to date and that the extension is necessary to meet the 10,000-unit requirement. The Second Amendment would extend the agreement through the earlier of (1) completion of all activities under the Agreement or (2) December 31, 2026. Key details were included in the Board packet.

No questions or comments were made by the Board.

The motion was unanimously approved.

Director Kunz moved,

To: (1) Adopt Payment Standards for the Hawaii Public Housing Authority's (HPHA) Section 8 Housing Choice Voucher Program for Oahu Zip Codes Where the U.S. Department of Housing and Urban Development (HUD) Has Required the Use of Small Area Fair Market Rent (SAFMR) Effective January 1, 2026; and (2) Authorize the Executive Director to Implement the Payment Standards, Including Making Adjustments to the Payment Standards Between 90% and 110% Based on Projected Housing Assistance Funding Shortfall and Allowable HUD Waivers with Adequate Notice to Program Participants and Subject to HUD Approval

Chairperson Hall stated that the Board would accept public testimony on this item.

Ms. Laurie Thorson objected to the proposed increase in payment standards, and expressing concerns regarding HPHA's rent reasonableness practices, use of subsidy funds, and compliance with HUD regulations.

Executive Director Ouansafi requested approval to adopt the 2026 Payment Standards for the Section 8 Housing Choice Voucher Program for Oahu zip codes. The action is required because HUD annually estimates fair market rents and SAFMRs for all Public Housing Agencies. HPHA's current payment standards were last approved by the Board on October 17, 2024 and became effective January 1, 2025. This update is part of HPHA's regular annual obligation to adjust payment standards based on HUD's updated SAFMRs. The HPHA partnered with the City Department of Community Services to create matching payment standard schedules for 2026 to eliminate confusion and avoid landlords shifting participation between agencies. Key details were included in the Board packet.

Director Katsuda asked what would likely occur in the unlikely event that the proposed payment standards were not approved.

Executive Director Ouansafi stated that the payment standard would likely need to be reworked. Adjustments would still be required once limits are established. He noted that the proposed action complies with federal law and HUD requirements. He further explained that the financial impact would need to be recalculated and could potentially affect the number of vouchers HPHA is able to provide.

Director Katsuda stated that if the proposed payment standards were not approved, some landlords might opt out of the program, potentially resulting in less low-income persons participating.

Executive Director Ouansafi agreed

Director Darcy asked if the proposed adjustments applied only to Oahu zip codes and whether the other counties were on a different adjustment schedule.

Executive Director Ouansafi reported that adjustments are generally made at the same time. Honolulu is classified as a large metropolitan area, and therefore the small area FMR requirements apply. He stated this action is required to ensure compliance.

Chairperson Hall stated that he understood the oral testimony provided and acknowledged the auditor's prior comments regarding the Authority's financial reporting and accounting practices across all programs. He also agreed with Director Katsuda's observations. He stated that the proposed adjustments apply only to specific zip codes and addresses to address rent disparities and to enable the Housing Authority to establish schedules that better accommodate those variations. Chairperson Hall indicated that, if his understanding was correct, it was his intention to approve the action, and he requested confirmation from Executive Director Ouansafi that his understanding was accurate.

Executive Director Ouansafi confirmed and added that HUD implements small area FMRs to encourage landlords to participate and to provide tenants with opportunities to reside in higher-cost zip codes.

Chairperson Hall requested that the agency provide an end-of-year fiscal report or summary recap of the policy changes and amendments approved by the Board, including an assessment of whether the intended objectives were achieved. He further requested that this item be included in that report, to be presented around May or prior to the end of the fiscal year, highlighting the impact of the Board's action taken at this meeting.

Executive Director Ouansafi confirmed.

The motion was unanimously approved.

Chairperson Hall acknowledged receiving written testimony from Desiree Kihano and a written reply to Ms. Kihano's testimony from the property management company, Affordable Properties.

For Information

Presentation by Highridge Costa and Form Partners Regarding a Quarterly Status Update on Predevelopment and Development Achievements Related to the Ka Lei Momi Redevelopment Project

Executive Director Ouansafi turned the discussion over to Ms. Caitlin Barrow, Highridge Costa and Mr. Chris Deuchar, Form Partners LLC. Detailed project updates and current development schedules for Q2 and Q3 of the Ka Lei Momi Redevelopment Project were provided. The full presentations were included in the Board Packet and can be viewed at https://hpha.hawaii.gov/about-the-hpha/meeting-packets

Executive Director Ouansafi clarified that the closing of KPLR was completed.

Director Katsuda asked the team to elaborate on the risks related to sewer and electrical systems and to clarify who would be responsible for addressing those issues.

Chris Deuchar explained that electrical improvements in the area, including upgrades to circuits, are being coordinated with HCDA and HECO to meet current and future needs at Mayor Wright and other sites. He noted that site-specific infrastructure, such as extending lines to Pua Lane, will be addressed through the master plan. Regarding sewer capacity, the city is already working on improvements, particularly near Puuwai Momi, and the team is monitoring progress to ensure readiness when the upgrades are completed.

Director Katsuda asked whether there is cause for significant concern regarding adequate capacity and associated risks.

Executive Director Ouansafi stated that while there are always concerns about infrastructure capacity, HPHA has been strategically phasing developments based on available funding. He noted that the Governor has prioritized infrastructure improvements, and other agencies are taking the lead to ensure that necessary infrastructure will be in place when future housing phases are ready to proceed.

Chris Deuchar stated that they are aware of the issue and are coordinating with other agencies to ensure upgrades are made. He noted that the timing of the entire portfolio execution is based on the availability of both financing and infrastructure.

Director Katsuda commented that the postponement of Kahekili Terrace due to the Maui wildfires has delayed progress, leaving little advancement for Maui following the loss of Piilani Elderly Homes and David Malo Circle.

Chris Deuchar stated that addressing the housing needs in Maui is a high priority. He explained that the team is exploring alternative sites, including Kahekili, to add housing while being sensitive to the fire and recent losses.

Director Katsuda asked if they could comment on Lahaina.

Executive Director Ouansafi stated that the decision to delay the projects in Maui was due to relocation challenges following the fires, as displaced families had limited housing options. Efforts have focused on rebuilding burned sites, exploring vacant county-owned sites for new units, and coordinating with partners to increase housing without exacerbating the crisis. Progress is being made on multiple fronts, and the project remains a priority.

Chairperson Hall commented that given the high housing need in Lahaina, efforts should be accelerated on projects like Piilani and Kahekili. He expressed support for exploring creative solutions to address the urgent housing crisis in Maui.

Director Darcy expressed appreciation for the work being done but emphasized the severity of the housing crisis in Maui following the fires. She highlighted the urgent need for interim housing solutions, such as repurposing vacant buildings, and stressed that nothing should be postponed. She called for immediate, creative, and coordinated action from the Board and leadership to address the crisis.

Director Glenn commented that Maui continues to face a housing crisis and noted challenges related to water availability and housing inventory. He explained that while rebuilding existing units is possible, expanding projects—like increasing Piilani Homes from 40 to 200 units—requires addressing additional water needs.

Director Glenn also noted ongoing state efforts, including a mixed-use affordable housing project in Kahului, and emphasized that the State is working with the county to find solutions, acknowledging the complexity of the situation.

Director Kunz congratulated the entire team on their awesome work. She asked for additional detail on the Big Island project, noting her understanding that an application for Low-Income Housing Tax Credits had been submitted but not awarded. Director Kunz wanted to confirm plans to apply again this year and inquired the likelihood of receiving funding.

Executive Director Ouansafi stated that HPHA is optimistic about the project's funding, citing strong preparation and an expectation that the application will score well.

Director Kunz stated her appreciation for the legislative allocation of funds for the project and asked for clarification on whether the alternative site being proposed is the Lanakila site in Hilo.

Chris Deuchar confirmed and stated that there is another site in Hilo being evaluated.

Director Kunz asked why an alternative site is being considered.

Caitlin Barrow stated the alternative sites were added to meet the 10,000 plus new units. She added that the targeted sites are currently at 9,316 new units.

Director Kunz clarified that the intent is not to replace the Hilo project but to add additional units.

Executive Director Ouansafi confirmed and explained that HPHA was required to limit consideration to the properties identified in the original procurement.

Chairperson Hall commended staff and asked whether delays in financing could create risks, such as needing to update studies or approvals for the entitled units.

Chris Deuchar stated that as long as timelines remain reasonable, the risk of needing to redo entitlements is low. He noted that extensions are common under 201H, and ongoing communication with DPP and HHFDC helps ensure any updates or renewals are managed effectively.

Chairperson Hall stated that competition for housing financing is a statewide challenge and highlighted Director Glenn's assistance in navigating it. He also requested that Native Hawaiian interpreters be used at the alternative site, Kekaha Haaheo on Kauai to ensure full participation of residents.

Chris Deuchar confirmed that HPHA ensures the appropriate interpreters are provided at all properties, emphasizing that this is a high priority.

Director Katsuda noted that while all projects are important, some residents—particularly on Maui—are concerned about perceived delays and the level of attention given to their communities, especially following the wildfires.

Chairperson Hall expressed appreciation for the advocacy of Directors Katsuda and Darcy on Maui and specifically acknowledged Director Darcy's assistance to a displaced resident, offering commendation for the efforts.

Executive Director Ouansafi clarified that Maui remains a priority for HPHA, noting ongoing coordination with Maui County, the Governor's office, and other agencies, and affirmed that the agency hears and will continue to address the concerns raised by Directors Katsuda and Darcy.

Executive Director Ouansafi extended his sincere gratitude to everyone involved with the Ka Lei Momi Redevelopment project. Executive Director Ouansafi expressed appreciation to the Governor and his office for their behind-the-scenes support, including efforts related to the Governor's Proclamation, noting that their work was essential to the successful closings of School Street and KPT Low Rise, as well as the

Mayor Wright application and award, and also thanked the legislature for funding support.

Chairperson Hall acknowledged Ms. Desiree Kihano, noting her written testimony and confirming that the Board had received a response from HAPI, which appears to address her concerns.

Ms. Desiree Kihano, Palolo Valley Homes Resident expressed appreciation for her maintenance worker, Joe (Kaea), as well as Benjamin Park (Chief Planner) and Nicolas Ayabe (Planner) for their helpfulness and professionalism during Resident Advisory Board (RAB) meetings. Ms. Kihano, speaking in her capacity as RAB Chair and as a public housing resident, stated that an individual who commits fraud, is identified, and then seeks to place blame on the agency for their own actions does not represent the voices or interests of public housing or Section 8 residents.

Executive Director's Report

Chairperson Hall stated that the Board would accept public testimony on this item.

Laurie Thorson raised concerns that a significant number of housing vouchers are not being issued, resulting in a gap between available subsidies and actual recipients.

Executive Director Ouansafi thanked Desiree Kihano for her comments and participation in the meeting.

Director Katsuda stated that the report was thorough and thanked Executive Director Ouansafi.

Chairperson Hall noted the Kalihi Safety Task Force meeting referenced in the Executive Director's report and requested exploring ways to involve the community members who testified about starting a new Board Watch.

Executive Director Ouansafi stated that meetings with law enforcement and other agencies are ongoing to reduce crime and welcomed the idea of Community Boards, noting that a budget was added to support them, and that the agency plans to coordinate with HPD for training and assistance.

Chairperson Hall expressed gratitude to the HPHA staff, Executive Director Ouansafi, and Executive Assistant Arashiro for their dedication, patience, and stability in 2025, encouraged them to take time with their families, acknowledged the team's readiness to meet upcoming challenges, and thanked staff for the privilege of serving as the Board of Directors.

Director Katsuda thanked the Kanoe Kepaa, Board secretary for her work and assistance with the Board's needs.

Director Katsuda moved,

To Adjourn the Meeting

The motion was unanimously approved.

The meeting adjourned at 11:32 a.m.

MINUTES CERTIFICATION FOR DECEMBER 10, 2025

Minutes Prepared by:

_____

Rochelle Kanoe Kepaa Date
Secretary

Approved by the Hawaii Public Housing Authority Board of Directors at their Regular Meeting on January 15, 2026 [ ] As Presented [ ] As Amended

_____

Director Susan Kunz Date
Board Secretary

Approved by the Executive Director
January 28, 2026

FOR ACTION

MOTION: To: **(1)** Approve the Hawaii Public Housing Authority's Draft Annual Public Housing Agency Plan for Fiscal Year 2027; and **(2)** Authorize the Executive Director to (a) Hold a Public Hearing on the Draft Plan; (b) Undertake All Actions Necessary to Accept, Adopt, or Respond to Comments from the Public and the Resident Advisory Board; and (c) Submit the Proposed Plan to the U.S. Department of Housing and Urban Development if No Substantive Changes are Required

I. FACTS

A. All public housing agencies (PHA) administering federal public housing and/or Section 8 Housing Choice Vouchers (HCV) are required to submit an Annual PHA Plan to the U.S. Department of Housing and Urban Development (HUD) to be eligible to receive administrative, operating, Capital Fund Program, and Section 8 HCV assistance funds. This requirement was established under section 5A of the United States Housing Act of 1937 by the Quality Housing and Work Responsibility Act of 1998 and later amended by the Housing and Economic Recovery Act of 2008.

B. A PHA Plan serves as a comprehensive guide to a PHA's mission, policies, programs, operations, and the strategies it will use to meet local housing needs and other goals. All non-qualified PHAs must submit an Annual PHA Plan to HUD every fiscal year. Qualified PHAs have 550 or fewer public housing units and Section 8 vouchers combined. The HPHA is considered a non-qualified PHA under HUD's criteria.

C. The HPHA's Annual PHA Plan does not apply to or govern the State public housing programs, or any other State-assisted programs administered, operated, or managed by the HPHA.

D. A public hearing on the draft of the Annual PHA Plan is required under Title 24 of the Code of Federal Regulations (CFR), Part 903.17. Public notice of the hearing must be published in newspapers of general circulation at least 45 days prior to the public hearing.

E. The HPHA must submit its Annual PHA Plan electronically and in the HUD-specified format no later than 75 days prior to the start of the new

fiscal year (i.e., April 16, 2026). The Annual PHA Plan must be reviewed and approved by the HUD Honolulu Field Office.

II. DISCUSSION

A. The HPHA is proposing the following amendments in the draft Annual PHA Plan for FY 2027:

1. Amend Chapters 4 and 7 of the Admissions and Continued Occupancy Policy (ACOP) and Chapter 17-2028, Hawaii Administrative Rules (HAR), to align the HPHA's public housing program's local preferences with those used in its HCV program.

   a. Amend the definition of homelessness as follows: "Homelessness means the lack of a fixed, regular, and adequate nighttime residence (i.e., having a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations, including welfare hotels, congregate shelters and transitional housing, or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings). Families residing with friends or relatives on a temporary basis may qualify for a preference under this definition."

   b. Clarify that persons who (1) are experiencing homelessness or who experienced homelessness within the last twelve months preceding their application date, and (2) are complying with or have completed a service or housing plan as certified by a social service provider receiving federal or State funding or a State or county agency administering social service programs may qualify for a local preference.

   c. Amend ACOP Chapter 4 to remove unused local preferences previously removed from Chapter 17-2028, HAR, including families living in substandard housing, families paying more than fifty per cent of their annual income for rent, veterans and veterans' surviving spouses, residents who live and/or work in a given jurisdiction (by county), families that contribute to meeting income targeting requirements, victims of reprisals or hate crimes, and families unable to work because of age or disability.

d. Amend ACOP Chapters 4 and 7 and section 17-2028-34, HAR, to remove local preferences for (1) applicants who will or have vacated a dwelling unit because of a disaster, governmental action, or reasons beyond an applicant's control and despite the applicant meeting all previously imposed conditions of occupancy other than for reasons related to an increase in rent; and (2) applicants who are victims of domestic violence participating in a program with case management provided through a domestic violence shelter, program, or clearinghouse.

e. Amend section 17-2028-34(c), HAR, and ACOP Chapter 4 to remove language which gives single applicants who are elderly, disabled, or displaced priority placement over all other single applicants, regardless of other single applicants' local preference.

2. Amend MTW activity waiver 9.g. regarding the determination of contract rent to a Project Based Voucher (PBV) property owner. Currently the HPHA may set the contract rent of a PBV-assisted unit up to the lower of reasonable rent or 120% of the HUD-published Small Area Fair Market Rent (SAFMR) minus any utility allowances. Under the amended policy, the HPHA may set the contract rent up to the lower of reasonable rent or 150% of SAFMR minus any utility allowances in jurisdictions where SAFMRs is published. In jurisdictions where SAFMRs are not published, the HPHA may use 120% of FMR minus any utility allowances.

3. Clarify that a due process hearing for proposed rental agreement terminations is provided for under the HPHA's eviction procedures found in Chapter 17-2020, HAR, and not the HPHA's grievance procedures found in Chapter 17-2021, HAR, or ACOP Chapter 11.

4. Provide various updates on the HPHA's Ka Lei Momi Project and other ongoing redevelopment and modernization projects. Include information on all Ka Lei Momi alternate sites.

5. Provide notice that the HPHA's Section 18 demolition applications for David Malo Circle and Piilani Homes in Lahaina, Maui have been submitted to the HUD Special Applications Center and are pending approval.

6. Provide notice that the HPHA was granted a waiver from HUD to place all Emergency Housing Voucher (EHV) families on its HCV waiting list pursuant to HUD Notice PIH-2025-19. The HPHA informed HUD that requiring individual applications from each EHV

family could put them at risk of losing rental assistance. Without the waiver, some EHV families may miss the opportunity to transition to the HCV program, particularly those with disabilities, limited English proficiency, and a lack of digital literacy and access. The HPHA will look to transition all EHV families to the HCV waiting list by the end of CY 2025.

B. The HPHA began discussions with the Resident Advisory Board (RAB) on the proposed changes to each Draft Plan in August 2025. The RAB will continue to provide the HPHA with its comments and recommendations. The HPHA will respond to all comments and recommendations received prior to the final submission to HUD.

C. To meet the submittal deadline for each Plan, the HPHA will adhere to the following schedule:

Action	Timeframe
RAB Meeting, First Draft Overview	January 13, 2026
Board "For Action"	January 28, 2026
Publish Hearing Notice	January 29, 2026
RAB Meeting, Preliminary Comments	February 10, 2026
RAB Meeting, Final Comments	March 10, 2026
Public Hearing	March 16, 2026
Final Board Approval	March 19, 2026
Submit Final Draft to HUD	March 27, 2026
Submission Deadline	April 16, 2026

D. Information regarding the draft Annual PHA Plan for FY 2027 and the public hearing will be sent to all RAB members, Resident Associations, and Asset Management Project offices. Notifications will also be included with the monthly rent billing statement mailed to all public housing households for February and March 2026.

E. Upon Board approval, a notice of public hearing will be published in the Honolulu Star-Advertiser, The Garden Island, West Hawaii Today, the Hawaii Tribune-Herald, and Maui News.

F. All attachments to the Annual PHA Plan for FY 2027 are provided as part of the Board packet. For ease of reference, all proposed amendments are highlighted.

G. Copies of the plan can be viewed by the public on the HPHA's website at https://hpha.hawaii.gov/plans-reports, or in person at any of the office addresses listed below:

Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817

HPHA Section 8 Office
1002 North School Street, Bldg. A
Honolulu, Hawaii 96817

Puuwai Momi (AMP 30)
99-132 Kohomua Street
Aiea, Hawaii 96701

Kalihi Valley Homes (AMP 31)
2250 Kalena Drive
Honolulu, Hawaii 96819

Mayor Wright Homes (AMP 32/33)
521 N. Kukui Street
Honolulu, Hawaii 96817

Kalakaua Homes (AMP 34)
1545 Kalakaua Ave.
Honolulu, Hawaii 96826

Kalanihuia (AMP 35)
1220 Aala Street
Honolulu, Hawaii 96817

Lanakila Homes (AMP 37)
600 Wailoa Street
Hilo, Hawaii 96720

Kapaa (AMP 38)
4726 Malu Road
Kapaa, Hawaii 96746

Kahekili Terrace (AMP 39)
2015 Holowai Place
Wailuku, Hawaii 96793

Kuhio Homes (AMP 40)
1410 Ahonui Street
Honolulu, Hawaii 96819

Ka Hale Kahaluu (AMP 43)
78-6725 Makolea Street
Kailua-Kona, Hawaii 96740

Waimaha-Sunflower (AMP 44)
85-186 McArthur Street
Waianae, Hawaii 96792

Koolau Village (AMP 45)
45-1027 Kamau Place
Kaneohe, Hawaii 96744

Noelani II (AMP 46)
65-1191 Opelo Road
Kamuela, Hawaii 96743

Kauhale Nani (AMP 49)
310 North Cane Street
Wahiawa, Hawaii 96786

Palolo Valley Homes (AMP 50)
2129 Ahe Street
Honolulu, Hawaii 96816

(End of Section)

III. RECOMMENDATION

That the Board of Directors: **(1)** Approve the Hawaii Public Housing Authority's Draft Annual Public Housing Agency Plan for Fiscal Year 2027; and **(2)** Authorize the Executive Director to (a) Hold a Public Hearing on the Draft Plan; (b) Undertake All Actions Necessary to Accept, Adopt, or Respond to Comments from the Public and the Resident Advisory Board; and (c) Submit the Proposed Plan to the U.S. Department of Housing and Urban Development if No Substantive Changes are Required

Attachment A: Draft Annual PHA Plan for FY 2027

Prepared by: Benjamin Park, Chief Planner

Approved by the Board of Directors
on the date set forth above
[ ] As Presented [ ] As Amended

Robert J. Hall
Chairperson

Annual PHA Plan *(Standard PHAs and Troubled PHAs)*	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires: 9/30/2027**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form. Note: PHAs with zero public housing units must continue to comply with the PHA Plan requirements until they closeout their Section 9 programs (ACC termination).

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Hawaii Public Housing Authority **PHA Code**: HI001, HI901
PHA Type: ☒ Standard PHA ☐ Troubled PHA
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2026
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 4,731
Number of Housing Choice Vouchers (HCVs) 4,397
Total Combined Units/Vouchers 9,128
PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

The Hawaii Public Housing Authority's (HPHA) Annual PHA Plan and all supporting documents are available online at: https://www.hpha.hawaii.gov/plans-reports.

Hard copies of the Annual PHA Plan will be made available at all Asset Management Project (AMP) offices. Please see **Attachment A** for each AMP office address.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	Plan Elements.

B.1 **Revision of Existing PHA Plan Elements.**

(a) Have the following PHA Plan elements been revised by the PHA?

Y	N	
☐	☒	Statement of Housing Needs and Strategy for Addressing Housing Needs
☒	☐	Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions
☒	☐	Financial Resources
☒	☐	Rent Determination
☐	☒	Operation and Management
☒	☐	Grievance Procedures
☐	☒	Homeownership Programs
☐	☒	Community Service and Self-Sufficiency Programs
☐	☒	Safety and Crime Prevention
☐	☒	Pet Policy
☐	☒	Asset Management
☐	☒	Substantial Deviation
☐	☒	Significant Amendment/Modification

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

Plan Element I: Statement of Housing Needs and Strategy for Addressing Housing Needs

Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families, (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

In accordance with 24 CFR 903.7(a)(1) and (2)(i), the sections below describe the housing needs of low-income and very low-income families who reside in Hawaii as well as those who are on the HPHA's public housing and HCV Program waiting lists. Additional information is provided on the specific housing needs of families who are extremely low-income (as required by 24 CFR 903.7(a)(1)(i)), elderly (as required by 24 CFR 903.7(a)(1)(ii)), disabled (as required by 24 CFR 903.7(a)(1)(iii)), and of various races and ethnic groups (as required by 24 CFR 903.7(a)(1)(iii)).

A. Jurisdictional Housing Needs

Housing costs weigh heavily across all income levels, especially for lower-income households. According to the 2024 Hawai'i Housing Planning Study, roughly 43.6% of Hawai'i households spend 30% or less of their income on housing – the traditional "affordable" threshold – while 23.1% spend 30-50% (15.5% at 30-39%, 7.6% at 40-49%), and 20.5% face severe burden, spending over 50%. The remaining 12.8% are uncategorized, likely due to incomplete data (e.g., zero-income households). Those earning less than $15,000 annually bear the heaviest burden, forming the largest share of severely cost-burdened households across all counties. Hawai'i's population facing housing insecurity, estimated at 208,282 households (45.7% of all households), and 27% at-risk of homelessness, further illustrates the depth of this crisis.

The demographic profile of these at-risk households reveals additional layers of vulnerability. The majority fall within the age range of 30 to 49 (45%), are almost evenly split between married (36%) and single-person

households (33%) and predominantly identify as White/Caucasian (55%), with household incomes typically below $15,000 (15%). Notably, close to one-third of these households have a college degree (29%) or some college education (25%), and almost half (41%) were born and raised in Hawai'i. These characteristics challenge assumptions about who is at risk, highlighting that even educated, local residents face severe housing instability due to low incomes and high costs.

Hawai'i has the fastest-aging population in the country, with significant implications for housing needs among seniors. In 2022, there were 289,698 people aged 65 or older, a 9% increase since 2019, and projections indicate this group will grow from 319,908 in 2025 to 352,240 by 2030 – an 11% rise. Based on the 2021 65+ category with independent living difficulties (14,232 individuals), there is one "bed" in a care home or facility for every three seniors. Using the historical growth trends, the number of seniors with independent living difficulties is projected to reach 28,357 by 2030. If demand remains the same, Hawai'i will require 9,452 beds by 2030, an increase of approximately 4,712 beds from 2021. For the approximately 36,000 seniors not in care facilities, family or in-home care services are critical, often necessitating home retrofits like grab bars, ramps, and emergency call systems to support aging in place. However, limited options may force many to remain in inadequate housing due to the shortage of specialized units. Individuals with serious mental illness (SMI) also face growing housing needs. Assuming this group still makes up 2.8% of the population, this would equate to 42,148 individuals by 2030. With 24% of those with any mental illness receiving residential or other services in 2021, the demand for supportive housing units – such as care homes, transitional programs, or permanent housing – will rise proportionally, further straining the state's capacity to serve special needs populations.

B. Housing Needs by HPHA Program Waiting List

B.1. Housing Needs of Families on the Public Housing Waiting List

As of December 1, 2025, there are **6,106 families** on the HPHA's federal public housing waiting lists. Their housing needs are broken down as follows:

Income Levels		
Family Type	**# of Families**	**% of Total Families**
Extremely Low-Income (≤ 30% AMI)	5,930	97.12%
Very Low-Income (> 30%, but ≤ 50% AMI)	68	1.11%
Low-Income (> 50%, but ≤ 80% AMI)	29	0.47%
Average Income	79	1.29%
Families with Children	2,295	37.59%
Elderly Families	1,211	19.83
Families with Disabilities	1,889	30.94%
Racial Distribution		
Race	**# of Families**	**% of Total Families**
Asian/Pacific Islander/Other	5,160	84.51%
White	1,571	25.73%
Other	570	9.34%
Black	408	6.68%
American Indian	218	3.57%
Bedrooms Needed		
Unit Size	**# of Families**	**% of Total Families**
1 Bedroom and Studio	3,403	55.73%
2 Bedrooms	1,831	29.99%
3 Bedrooms	867	14.20%
4 Bedrooms	74	1.21%
5 Bedrooms	3	0.05%

B.2. Housing Needs of Families on the Housing Choice Voucher (HCV) Waiting List

As of December 1, 2025, there are **1,796 families** on the HPHA's HCV waiting list. Their housing needs are broken down as follows:

Income Levels		
Family Type	**# of Families**	**% of Total Families**
Extremely Low-Income (≤ 30% AMI)	1,769	98.50%
Very Low-Income (> 30%, but ≤ 50% AMI)	5	0.28%
Low-Income (> 50%, but ≤ 80% AMI)	5	0.28%
Average Income	17	0.95%
Families with Children	724	40.31%
Elderly Families	266	14.81%
Families with Disabilities	643	35.80%
Racial Distribution		
Race	**# of Families**	**% of Total Families**
Asian/Pacific Islander/Other	1,457	81.12%
White	344	19.15%
Other	91	5.07%
Black	169	9.41%
American Indian	34	1.89%
Bedrooms Needed		
Unit Size	**# of Families**	**% of Total Families**
1 Bedroom and Studio	979	54.51%
2 Bedrooms	375	20.88%
3 Bedrooms	357	19.88%
4 Bedrooms	59	3.29%
5 Bedrooms	34	1.89%
6 Bedrooms or more	2	0.12%

C. Strategies for Addressing Housing Needs

In accordance with 24 CFR 903.7(a)(2)(ii), this section provides a brief description of the strategies the HPHA employs to address the housing needs identified above.

The overwhelming majority of the HPHA's public housing assistance already targets families at or below 30% of AMI, elderly families, and disabled families. The HPHA currently has over $27 million in capital projects planned over the five-year period of FY 23 to FY 27. The average age of the agency's housing inventory is over 50 years old Capital projects which address health and safety issues, site improvements, ADA compliance, structural repairs, and general infrastructure upgrades are prioritized. Aging properties and reductions in federal funding have made asset preservation an increasingly difficult challenge.

In 2022, the HPHA became a Moving to Work (MTW) expansion agency as part of the Landlord Incentives Cohort. The HPHA's participation in MTW has allowed our agency to simplify and streamline the operation of our core programs for the purposes of accomplishing the three statutory objectives of MTW. Specific strategies to increase the cost-effectiveness of federal programs, improve participant self-sufficiency, and expand affordable housing choice locally are outlined in the HPHA's MTW Supplements.

The HPHA is in the process of redeveloping and modernizing its public housing inventory through innovative models and public-private partnerships. All of our agency's redevelopment projects seek to create mixed-income, mixed-use neighborhoods that make greater use of valuable State land assets through higher density. The HPHA is using mixed-finance strategies and federal programs like the Rental Assistance Demonstration (RAD) program to expand access to affordable housing for low-income families. In 2023, the HPHA launched its Ka Lei Momi project to redevelop 10 low-income public housing properties, creating over 10,000 new affordable units.

Plan Element II: Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b)) Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA's procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)). A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

A. HCV Program Policies

In accordance with 24 CFR §903.7(b), this section briefly describes the HPHA's policies governing tenant eligibility, selection, admission, and occupancy for the HCV Program.

A.1. HCV Eligibility Policies

The HPHA's HCV tenant eligibility policies are established under Section 17-2031-22, Hawaii Administrative Rules (HAR). The HPHA requires that an applicant family meet the following eligibility criteria:

- Meet the definition of a "family" as set forth in Section 17-2031-3, HAR;
- Be within the appropriate income limits;
- Not have any outstanding debt owed to the HPHA;
- Not have been previously terminated from any other program operated by the HPHA for drug-related, criminal, or violent behavior;
- Be a citizen or a non-citizen with eligible immigration status; and
- Furnish and verify valid Social Security numbers for all members who claim eligible immigration or citizenship status.

Additional information on the HCV Program's eligibility requirements can be found in Chapter 3 of the Administrative Plan.

A.2. HCV Selection & Admission Policies

The HCV local preferences for admission are established under Section 17-2031-25, HAR. The current HCV local preferences include:

- Families who experienced homelessness within the twelve months preceding application for the program.

The HPHA's HCV Program also allows for the immediate award of a voucher to families with special preferences. A special preference is given to:

- A public housing family is involuntarily displaced for reasons such as for relocation due to modernization activity, or based on an emergency where conditions of the public housing dwelling unit, building, or project pose an immediate, verifiable threat to life, health or safety of the family, and the family cannot be relocated to another public housing unit in the same program, meeting their needs;
- A public housing family was approved for a transfer as a reasonable accommodation to a dwelling unit with special accessibility features, but the HPHA does not have an appropriate dwelling unit within its inventory that meets the family's needs, and the family has waited over one year;
- A public housing family includes one or more members who are victims of domestic violence, dating violence, sexual assault, stalking, reprisal, or a hate crime and who cannot be transferred safely to another public housing unit;
- A public housing family is under-housed, and the HPHA does not have an appropriately sized public housing dwelling unit currently available or within its inventory; and

- A family that was previously issued a Special Purpose Voucher and experienced a loss of rental assistance because of insufficient funding or a previously eligible family member exceeded the maximum allowable age under the applicable special purpose voucher.

Additional information on the HPHA's HCV selection and admission process can be found in Chapter 4 of the Administrative Plan.

A.3. HCV Occupancy Policies

The HCV Program's occupancy policies are established under Section 17-2031-8, HAR. When determining the appropriate family unit voucher size. The HPHA assigns one bedroom for each two persons within a household except in the following circumstances:

- Persons of the opposite sex (other than spouses and/or significant others) will be allocated separate bedrooms; and
- Live-in aides will be allocated a separate bedroom.

The HPHA utilizes the following occupancy guidelines when determining the appropriate voucher size for a family:

Voucher Size	Persons in Household (Minimum – Maximum)
0 Bedroom, Studio	1 – 1
1 Bedroom	1* - 2
2 Bedrooms	2 – 4
3 Bedrooms	3 – 6
4 Bedrooms	4 – 8
5 Bedrooms	6 - 10

*Single person families are allocated a one-bedroom voucher only when there are no 0 bedroom/studio bedroom dwellings available in an area.

All HCV-assisted units must meet HQS/NSPIRE standards and adhere to the prevailing county's building code. Additional information on the HCV program's occupancy standards can be found in Chapter 5, Part II of the Administrative Plan.

B. Public Housing Program Policies

In accordance with 24 CFR §903.7(b), this section briefly describes the HPHA's policies governing tenant eligibility, selection, admission, and occupancy for public housing. The requirements listed under 24 CFR §903.7(2)(v) do not apply because the HPHA does not administer any site-based waiting lists.

B.1. Public Housing Eligibility Policies

The HPHA's public housing tenant eligibility policies are established under Section 17-2028-22, HAR. The HPHA requires that an applicant family meet the following eligibility criteria:

- Meet the definition of a family as set forth in Section 17-2028-2, HAR;
- Be within the appropriate income limits;
- Not have any outstanding debt owed to the HPHA;
- Not have been previously terminated from any other program operated by the HPHA for reasons of drug-related, criminal, or violent behavior;
- Be a citizen or non-citizen with eligible immigration status; and
- Furnish and verify valid Social Security numbers for all members who claim eligible immigration or citizenship status.

Additional information on the public housing eligibility requirements can be found in Chapter 2 of the Admissions and Continued Occupancy Policy (ACOP).

B.2. Public Housing Selection & Admission Policies

The public housing local preferences for admission are established under Section 17-2028-34, HAR. Each of the following local preference categories is weighted equally:

- Families who are involuntarily displaced;
- Victims of domestic violence who are participating in a program with case management through a domestic violence shelter, program, or clearinghouse; or
- Homeless persons who are participating in a federally or state funded homeless transitional shelter or program, and who are in compliance with a social service plan.

Single applicants who are elderly, disabled, or displaced are given preference over all other single applicants, regardless of the other single applicant's local preference. The HPHA maintains fourteen geographical waiting lists which are community wide in scope and consist of all eligible applicants. The geographical waiting lists are grouped by county: City & County of Honolulu (4), County of Hawaii (6), County of Maui (2), and County of Kauai (2). Once admission preferences are applied, families are selected from a waiting list by a randomly assigned lottery number. Additional information on the public housing selection and admission process can be found in Chapter 4 of the ACOP.

B.3. Public Housing Occupancy Policies

The public housing occupancy policies are established under Sections 17-2028-5 and 17-2028-6, HAR. The HPHA does not determine who shares a bedroom but requires that there be at least one person per bedroom. All determinations of unit size are made in a manner consistent with Fair Housing guidelines. One bedroom is generally assigned for every two family members. The HPHA considers factors such as family characteristics (e.g., members' sex, age, relationship), number of bedrooms, size of sleeping areas, and the overall size of the unit. Consideration is also given for medical reasons and the presence of a live-in aide.

The HPHA utilizes the following occupancy guidelines when determining the appropriate dwelling unit size for a family:

Unit Size	Persons in Household (Minimum – Maximum)
0 Bedroom, Studio	1 – 1
1 Bedroom	1 - 2
2 Bedrooms	2 – 4
3 Bedrooms	3 – 6
4 Bedrooms	4 – 8
5 Bedrooms	6 - 10

The HPHA has dwelling units designed for persons with mobility, sight, and hearing impairments. These dwelling units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs or other accessibility modifications. Priority for occupancy is given to families with disabled members who require the accessibility features provided in the units. No non-mobility-impaired families are offered these units until all eligible mobility impaired applicants have been considered. All non-mobility-impaired families who are offered an accessible unit must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requires the unit. For additional information on the public housing program's occupancy policies, please see in Chapter 5 of the ACOP.

Plan Element II: Recent Revision(s)

A. HCV Program Policies

A.2. HCV Selection & Admission Policies

☒ The HPHA amended Chapter 17-2031, HAR, and the Administrative Plan to simplify the local preferences policy. The HPHA eliminated the use of "priority groups" and kept one local preference for families experiencing or at risk of homelessness. (Added in FY 25 Annual Plan, Completed in FY 25)

☒ The HPHA amended Chapter 17-2031, HAR, and the Administrative Plan to establish the special preferences policy in the HCV Program. (Added in FY 25 Annual Plan, Completed in FY 25)

A.3. HCV Occupancy Policies

☒ The HPHA amended Chapter 17-2031, HAR, and the Administrative Plan to permit biennial reexaminations for HCV families (MTW Activity 3.b.). (Added in FY 25 Annual Plan, Completed in FY 25)

Plan Element II: Proposed Revision(s)

A. HCV Program Policies

A.1. HCV Eligibility Policies

☐ Amend Chapter 17-2031, HAR, and the Administrative Plan to require applicants with a criminal history to include their latest conviction date or arrest date.

☐ Amend Chapter 17-2031, HAR, and the Administrative Plan to clarify that the HPHA will send all termination letters via certified mail. (Added in FY 26)

A.2. HCV Selection & Admission Policies

☐ Regarding the HCV Program's local preference for persons experiencing homelessness, amend Chapter 17-2031, HAR, and the Administrative Plan to:

- Establish the definition of "homelessness" as the lack of a fixed, regular, and adequate nighttime residence (i.e., having a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations, including welfare hotels, congregate shelters, non-congregate shelters, and transitional housing, or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings); and
- Revise the local preference to include persons who are experiencing or who have experienced homelessness within the twelve months preceding the application date, and who are in compliance with a housing or service plan as certified by (1) a case manager or other employee of a social services provider or nonprofit organization which receives federal or State funding, or (2) a State or county agency which administers social services programs. (Added in FY 25, Revised in FY 26)

☐ Amend Chapter 17-2031, HAR, and Chapter 17 of the Administrative Plan to:

- Indicate that an owner-maintained waiting list will be utilized for PBV- and/or RAD PBV-assisted units at the Towers at Kuhio Park;
- Adopt approval policies and oversight procedures for owner-maintained waiting lists for PBV projects as required under 24 C.F.R. 983.251(c)(7); and

- Incorporate any owner-submitted waiting list management policies upon approval by the HPHA. (Added in FY 26)

A.3. HCV Occupancy Policies

☐ Amend §17-2031-33, HAR, and 11-II.B. of the Administrative Plan to adopt a policy regarding adult family members who leave or are removed from a household only to request to rejoin the household at a later date. In such cases, the HPHA shall prohibit the adult from rejoining the household. If determined necessary as a reasonable accommodation, the adult may rejoin the household as a live-in aide. (Revised in FY 26)

☐ Amend Chapter 17-2031, HAR, and the Administrative Plan to prohibit all adult additions to a household except for:
- The spouse or domestic partner of an adult household member; or
- The elderly and/or disabled parent of a household member. (Added in FY 26)

☐ Amend Chapter 17-2031, HAR, and Chapter 17 of the Administrative Plan to:
- Clarify that the HPHA shall manage separate waiting lists for each PBV-assisted project;
- Specify that families on the tenant-based waiting list shall be offered the opportunity to be placed on the waiting list for PBV assistance;
- Specify that the HPHA may use the tenant-based waiting list to fill a vacant PBV-assisted dwelling unit if there are no families on the associated PBV waiting list for whom it would be appropriate to house in the vacant unit; and
- Adopt Part X of Chapter 17 of the Administrative Plan regarding the Rental Assistance Demonstration Program as its own Chapter. (Added in FY 26)

☐ Adopt a policy to shorten the length of time a family can be absent from a subsidized unit from 180 days to 60 days, allowing for specific exceptions as allowed under the 24 CFR §982.312(a).

☐ Adopt a policy to prohibit an owner from keeping a Housing Assistance Payment for the remainder of the month when a family moves out of the unit. Under this policy, Housing Assistance Payments will end the date the family vacated the unit, as determined by the HPHA. Additionally, any amount overpaid to the owner must be returned to the HPHA.

☐ Amend Chapter 17-2031, HAR, and the Administrative Plan to include various discretionary policies regarding Special Purpose Vouchers (SPV), including conversion of an SPV to a tenant-based HCV when a qualifying household member no longer needs or qualifies for the SPV. (Revised in FY 26 Annual Plan)

☐ Amend Chapter 17-2031, HAR, and the Administrative Plan to implement Hawaii Revised Statutes §356D-13.5. Under this amendment, the HPHA would allow only the original household members at the time of voucher issuance to retain the voucher when other members of the family leave the unit. The voucher would also be automatically returned to the HPHA once all original household members are no longer in the household. The HPHA would provide an exception for families where the original parents in the household are survived by minors who were subsequently added to the household, until the youngest minor reaches the age of 21 years or reaches the age of 23 if the youngest minor is a full-time student at a business school, technical school, college, community college, or university.

☐ Amend Chapter 17-2031, HAR, and the Administrative Plan to state that when a family's composition is reduced, except for instances in which the reduction is due to fraud, misinformation, or inaccurate documentation, a voucher correction will occur at the end of the lease or the next recertification, whichever comes first. (Revised in FY 25 Annual Plan)

B. Public Housing Program Policies

B.2. Public Housing Selection & Admission Policies

☐ Amend Chapter 17-2028, HAR, and the ACOP to align the local preference policy with Act 99, Session Laws of Hawaii 2023, which repealed the percentage requirements related to the admission of applicants with or without preferences into federal and state low-income public housing projects. (Added in FY 25 Annual Plan)

☐ Amend ACOP Chapters 4 and 7 and Chapter 17-2028, HAR, to align the HPHA's public housing program's local preferences with those used in its HCV program.

- Amend the definition of homelessness as follows: "Homelessness means the lack of a fixed, regular, and adequate nighttime residence (i.e., having a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations, including welfare hotels, congregate shelters and transitional housing, or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings. Families residing with friends or relatives on a temporary basis may qualify for a preference under this definition."
- Clarify that persons who (1) are experiencing homelessness or who experienced homelessness within the last twelve months preceding their application date, and (2) are complying with or have completed a service or housing plan as certified by a social service provider receiving federal or State funding or a State or county agency administering social service programs may qualify for a local preference.
- Amend ACOP Chapter 4 to remove unused local preferences previously removed from Chapter 17-2028, HAR, including families living in substandard housing, families paying more than fifty per cent of their annual income for rent, veterans and veterans' surviving spouses, residents who live and/or work in a given jurisdiction (by county), families that contribute to meeting income targeting requirements, victims of reprisals or hate crimes, and families unable to work because of age or disability.
- Amend ACOP Chapters 4 and 7 and section 17-2028-34, HAR, to remove local preferences for (1) applicants who will or have vacated a dwelling unit because of a disaster, governmental action, or reasons beyond an applicant's control and despite the applicant meeting all previously imposed conditions of occupancy other than for reasons related to an increase in rent; and (2) applicants who are victims of domestic violence participating in a program with case management provided through a domestic violence shelter, program, or clearinghouse.
- Amend section 17-2028-34(c), HAR, and ACOP Chapter 4 to remove language which gives single applicants who are elderly, disabled, or displaced priority placement over all other single applicants, regardless of other single applicants' local preference. (Added in FY 27 Annual Plan)

☐ Amend §17-2028-39(d)(4), HAR, to eliminate as an example of "good cause" refusal of a dwelling unit offer the existence of a rental agreement that cannot be breached without causing undue financial hardship, as verified by an applicant's current landlord, and "the applicant's acceptance of the offer would result in undue hardship not related to consideration of race, color, national origin, or language and the applicant presents evidence which substantiates this to the authority's satisfaction."

B.3. Public Housing Occupancy Policies

☐ Adopt biennial recertifications for public housing families. The HPHA received MTW Waiver 3.a. as part of its MTW Supplement for FY 25. (Added in FY 25 Annual Plan)

☐ Adopt a policy to not renew a lease agreement if a family or family member remains non-compliant with the Community Service and Self-Sufficiency Requirements after entering into a 12-month written agreement with the Authority to cure such noncompliance. (Revised in FY 25 Annual Plan)

☐ Create a "schedule of charges" policy by having the maintenance work-order system record the actual cost of materials and time spent by maintenance workers to charge tenants the actual cost of intentional, careless, or negligent damages beyond normal wear and tear.

Plan Element III: Financial Resources

A

	Sources	Anticipated Financial Resources for HPHA FY 26	Planned Uses
Federal Grants	Public Housing Operating Fund*	$32,167,000	Operations and maintenance of public housing
Federal Grants	Public Housing Capital Fund*	$15,407,000	Capital repairs, management improvements, operations, administrative costs
Federal Grants	Section 8 Tenant-Based Assistance*	$68,361,000	Housing Assistance Payments and Administrative costs
Federal Grants	Family Self Sufficiency Program	$90,000	FSS Coordinator expenses
	Public Housing Dwelling Rental Income	$26,508,000	Operations and maintenance of public housing
	State Capital Improvement Program	$ -	Capital repairs and associated administrative costs
	State General Fund	$16,754,000	Operations, State Rent Supplement Program, maintenance, security, and vacant unit turnaround of public housing
	Total Resources for Public Housing or Tenant-Based Assistance	**$159,287,000**	*MTW funding fungibility applies (i.e., collectively referred to as "MTW Funds").
	Other Project-Based Resources: Performance Based Contract Administration	$55,024,000	PBCA payments to landlords; administrative costs
	Public Housing Non-Rental Income – including Rooftop Lease Agreements	$389,000	Management improvements, operations for site location

statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

Plan Element IV: Rent Determination

A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

A. HCV Rent Determination Policies

The HPHA reviews and adjusts its payment standards with each HUD update to the Small Area Fair Market Rents (SAFMR). To establish its payment standards, all the zip codes for the island of Oahu are grouped into 9 different tiers. All zip codes within a particular tier share the same payment standards. As an approved MTW activity under MTW Waiver 2.a., the HPHA may set its payment standard between 90% to 120% of the applicable SAFMR. Other factors the HPHA considers when establishing each tier and their payment standard amounts include the configuration of existing neighborhoods, unit availability, rent burden, access to low-poverty areas, potential budget impacts, and the complexity of implementation.

Payment Standards Based on SAFMR
Effective January 1, 2026

Tier	ZIP Code	0BD	1BD	2BD	3BD	4BD	5BD	6BD	7BD	8BD
1	96825	$2,830	$3,080	$4,030	$5,650	$6,770	$7,786	$8,801	$9,817	$10,832
2	96734 96821 96818	$2,530	$2,750	$3,603	$5,050	$6,050	$6,958	$7,865	$8,773	$9,680
3	96707 96706 96707	$2,280	$2,450	$3,213	$4,470	$5,393	$6,202	$7,011	$7,820	$8,629
4	96762 96815 96786 96791	$2,210	$2,403	$3,145	$4,405	$5,283	$6,075	$6,867	$7,660	$8,452
5	96744 96759 96717 96814 96782 96789 96712	$1,975	$2,147	$2,812	$3,942	$4,720	$5,428	$6,136	$6,844	$7,552
6	96822 96816 96701 96797 96826	$1,796	$1,950	$2,556	$3,582	$4,292	$4,936	$5,580	$6,223	$6,867
7	96792 96819 96813	$1,670	$1,817	$2,380	$3,337	$3,997	$4,596	$5,196	$5,795	$6,395

	96731									
8	96730 96817 96795	$1,530	$1,647	$2,157	$3,000	$3,620	$4,163	$4,706	$5,249	$5,792

Whenever a dwelling unit is identified by a voucher holder, the HPHA will perform a test of rent reasonableness on the unit to ensure the rent charged is reasonable and comparable to those of similar unassisted units on the marketplace. The HPHA develops a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance are compared to the units saved in the database of rent ranges. At least three comparable units are used for each rent determination, of which at least two must have a gross rent that exceeds the subject gross contract rent. The total average gross rent of the comparable units must also exceed the subject gross rent. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the HPHA may adjust the range of prices to account for these differences. In certain cases where rent comparable unit data is unavailable in the immediate district and/or zip code area, the agency will expand its search into the next adjacent district(s). An inspector will document on its Rent Reasonableness Certification form that "Due to unavailable rent comparables in the immediate district, rent comparables from other areas used."

Factors considered when making an upward or downward adjustment to comparison units that are not identical to the proposed unit include:

- Location and age;
- Unit size, including the number and square footage of rooms;
- Housing type (e.g., single-family home, duplex, low-rise, high-rise); and
- Amenities, services, and utilities included in the rent.

Income and Total Tenant Payment (TTP) are calculated in accordance with 24 CFR Part 5, Subpart F. The TTP is the greatest of the following amounts:

- 30% of the family's monthly adjusted income;
- 10% of the family's gross monthly income; or
- The minimum rent of $0.

Financial hardship rules do not apply because the HPHA established a minimum rent of $0. The HPHA does not apply a welfare rent policy.

For more information on calculating the family share of rent, please see Chapter 6 of the Administrative Plan. For more information on the rent reasonableness procedures, please see Chapter 8 of the Administrative Plan. For more information on the HPHA's regular and interim reexaminations policies, please see Chapter 12 of the Administrative Plan. For more information on the HPHA's payment standards policies, please see Chapter 16 of the Administrative Plan.

B. Public Housing Rent Determination Policies

Income and TTP for all public housing families are calculated in accordance with 24 CFR Part 5, Subpart F. Tenants may choose to pay either:

- **Income-based rent**: The income-based rent is based on a tenant's income and the HPHA's rent policies for determining such rents. Under an income-based rent, the monthly rental rate may be adjusted after the tenant's reexamination, when the tenant's family composition changes, or if a verification of income causes a change in rent. If the tenant chooses to pay an income-based rent, the TTP shall be set at the greatest of:
  - 30% of the family's adjusted monthly income;
  - 10% of the family's monthly income; or
  - The minimum rent of $50.

OR

- **Flat rent**: The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the HPHA could promptly rent the dwelling unit after preparation for occupancy (i.e., fair market rents as determined by HUD). Under this choice, there will be no rent adjustments unless due to financial hardship the tenant may choose to be switched to an income-based rent. The tenant may only choose a flat rent at regular reexamination.

The HPHA will grant a tenant an exemption from payment of minimum rent because of a financial hardship attributable to:

- A loss of eligibility or a pending eligibility determination for a federal, state, or local assistance program, except when the loss of eligibility is a result of sanctions imposed by the welfare agency for noncompliance with program requirements or fraud in connection with the program;
- The tenant would be evicted because they are unable to pay the minimum rent, except when the inability to pay the minimum rent is a result of sanctions imposed by the welfare agency for noncompliance with program requirements or fraud in connection with the program;
- The family's income has decreased because of changed circumstances, including the loss of employment;
- A death in the family; or
- Other circumstances as determined by the HPHA or HUD.

The HPHA will suspend the minimum rent requirement beginning the month following a family's request for a hardship exemption, until it determines whether there is a qualifying hardship and whether the hardship is temporary or long-term:

- If the HPHA determines that qualifying hardship is temporary, it will reinstate the minimum rent from the beginning of the suspension of the minimum rent 90 days after receiving the exemption request. A reasonable payment arrangement will be offered to ensure payment in full of any back charges.
- If the HPHA determines a qualifying hardship is long-term, the family will be exempt from minimum rent requirements if the hardship continues. The extension will apply from the beginning of the month following the family's request for a hardship exemption until the end of the hardship.
- If the HPHA determines there is no qualifying hardship, it will reinstate the minimum rent, including ack rent owed from the beginning of the suspension. The tenant would be responsible for back charges within 90 days of the date of notification that no qualifying hardship was found.

For more information regarding the HPHA's public housing rent determination policies, please see Chapter 6 of the HPHA's ACOP.

The over-income limits are found in Chapter 11 of the ACOP and updated on an annual basis, in accordance with Notices PIH 2019-11 and PIH 2023-03.

Plan Element IV: Recent Revision(s)

A. HCV Rent Determination Policies

☒ The HPHA collaborated with the City Department of Community Services, Community Assistance Division, which operates the HCV Program for the City and County of Honolulu, to create matching payment standard schedules for CY 2025. The matching schedules are meant to (1) eliminate confusion among landlords and tenants regarding differing payment standard amounts for vouchers which serve the same zip codes, and (2) prevent landlords from shifting participation to whichever agency has the higher payment standard amounts. (Completed in FY25, FY 26)

Plan Element IV: Proposed Revision(s)

A. HCV Rent Determination Policies

☐ Adopt policies to clarify how the HPHA will manage two assisted households who share equal custody of a minor (e.g., determining which household the minor's unearned income will be associated with, determining appropriate unit sizes, determining eligible deductions). (Revised in FY 26 Annual Plan)

☐ Update the policy for determining the value of a checking account to be consistent with the policy for determining the value of a savings account (i.e., the HPHA will use the current account balance). The purpose of this proposal is to reduce administrative burden.

☐ Update the Administrative Plan to change the minimum rent amount from $0 to $50. The purpose of this proposal is to align the Administrative Plan with the more recently updated Chapter 17-2031 which sets the minimum rent amount at $50.

☐ Adopt a policy to hold harmless a family in an affected payment standard tier for the difference in gross rent if there is a drop in the tier's payment standard resulting in the gross rent exceeding the payment standard.

☐ Adopt discretionary and non-discretionary policies set forth under Sections 102 and 104 of the Housing Through Modernization Act of 2016 (HOTMA) by the compliance deadline to be specified by HUD. (Added in FY 25 Annual Plan, Revised in FY 26 Annual Plan)

☐ Amend the rent reasonableness procedures described in Chapter 8 of the Administrative Plan as follows:

- Specify that the HPHA may use market rental data collected by the RentWatch software through AffordableHousing.com when performing rent reasonableness determinations;
- Specify that the asking rent of a subject unit proposed for HCV assistance will be compared to the asking rents of comparable units in the same market area, subject to any adjustments made due to differing comparability factors (e.g., square footage, amenities, maintenance services, etc.);
- Remove the requirement that two of the unassisted, comparable units have gross rents greater than that of the subject unit;
- Remove the requirement that one of the unassisted, comparable units have a gross rent lesser than that of the subject unit;
- Specify that the HPHA will generally search for comparable units within a one-half mile radius of the subject property. If there are no comparable units within the one-half mile radius, the HPHA may select for units within a one-mile radius or greater if it determines that such units are in a neighborhood that is essentially similar;
- Specify that the asking rent of the subject unit will be considered reasonable if it is less than or equal to the average of the adjusted asking rents of the comparable units; and
- Require that the owner of the subject unit submit a request to redetermine the reasonable rent amount within ten calendar days following notification that the proposed contract rent is unreasonable. The owner may provide information on no more than three other comparable units. The owner must provide this information within five calendar days of the HPHA's request for such information or the owner's request to contest the determination. If the HPHA determines the owner-provided information is accurate, the HPHA will include the owner-provided information in its calculation of the reasonable rent amount. (Added in FY 26 Annual Plan)

☐ Adopt streamlined income determinations for family members with a fixed source of income as described in Attachment D of Notice PIH 2016-05 (HA). (Added in FY 26 Annual Plan)

☐ Adopt a $100 minimum rent for all non-disabled, non-elderly families. The HPHA requested HUD approval of MTW Waiver 1.f. as part of its Amended MTW Supplement for FY 26. (Added in FY 26 Annual Plan Amendment No. 1)

☐ Eliminate utility reimbursement payments when the utility allowance exceeds a family's total tenant payment calculation. The HPHA is requesting HUD approval of MTW Waiver 1.n. as part of its Amended MTW Supplement for FY 26. (Added in FY 26 Annual Plan Amendment No. 1)

☐ Amend the MTW activity regarding the determination of PBV rent to an owner. Currently, the HPHA may set the contract rent of a PBV-assisted unit up to the lower of reasonable rent or 120% of SAFMR minus any utility allowances. Under the amended policy, the HPHA may set the contract rent up to the lower of reasonable rent or 150% of SAFMR minus any utility allowances in jurisdictions where SAFMRs are published. In jurisdictions where SAFMRs are not published, the HPHA may use 120% of FMR minus any utility allowances. This amendment will allow the HPHA greater flexibility in setting and adjusting rents that attract interested property owners while also maintaining affordability for low-income families. It will also improve housing standards by allowing owners greater cash flow to improve and maintain the physical condition of their properties. The amended policy will still comply with the HPHA's standard rent reasonableness policy described in the Plan Element above. Three comparable units are found based on size, amenities, location, etc. The average rent of the comparable units must not exceed the proposed PBV rent otherwise it will be determined unreasonable. The HPHA is requesting HUD approval of the amendment to MTW Waiver 9.g. as part of its MTW Supplement for FY 27, which is attached as **Attachment C**. (Added in FY 27 Annual Plan)

B. Public Housing Rent Determination Policies

☐ Adopt rules to clarify how rent calculations are to be performed when a tenant enters public housing by way of a citizen sponsorship. If the tenant does not have any source of income, their rent amount will be calculated using the income of their sponsor.

☐ Adopt discretionary and non-discretionary policies set forth under Sections 102 and 104 of HOTMA by the compliance deadline to be specified by HUD. (Added in FY 25 Annual Plan, Revised in FY 26 Annual Plan)

☐ Adopt a $100 minimum rent for all non-disabled, non-elderly families. The HPHA requested HUD approval of MTW Waiver 1.e. as part of its Amended MTW Supplement for FY 26. (Added in FY 26 Annual Plan Amendment No. 1)

☐ Eliminate utility reimbursement payments when the utility allowance exceeds a family's total tenant payment calculation. The HPHA is requested HUD approval of MTW Waiver 1.m. as part of its Amended MTW Supplement for FY 26. (Added in FY 26 Annual Plan Amendment No. 1)

Plan Element V: Operation and Management

A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

A. Maintenance and Management Policies

In accordance with 24 CFR §903.7(e)(1), this section lists the rules, standards, and polices governing the management of housing owned, assisted, or operated by the HPHA.

The rules, standards, and policies governing the maintenance and management of housing assisted under the Federal Low-Income Public Housing Program are set forth in:

- Parts I, II, and IV of Chapter 356D, Hawaii Revised Statutes;
- Chapter 17-2028, Hawaii Administrative Rules, “Federally Assisted Public Housing Projects”;
- The Admission and Continued Occupancy Policy; and
- The PMMSB Maintenance Policies and Procedures Manual.

The rules, standards, and policies governing the maintenance and management of housing assisted through the Project-Based Voucher Program and Rental Assistance Demonstration Program include:

- Part I of Chapter 356D, Hawaii Revised Statues;
- Chapter 17-2033, Hawaii Administrative Rules, “Section 8 – Housing Choice Voucher and Project-Based Voucher Program”; and
- The Administrative Plan.

B. Pest Management

In accordance with 24 CFR §903.7(e)(2), this section provides a brief description of the HPHA’s standard procedures for preventing and eradicating pest infestations in public housing.

The HPHA practices integrated pest management strategies at all public housing properties as recommended in Notice PIH 2007-12 and the HUD Public Housing Maintenance Guidebook VII. The HPHA makes every effort to provide public housing residents with pest-free living environments.

Upon discovery or notification of a pest infestation, HPHA staff will identify the type of pest and determine the scope of the problem. A management office or maintenance staff person will respond to tenant complaints within 24 hours to schedule an inspection. Inspections are scheduled as soon as possible. After an inspection of a reported pest infestation, the HPHA will put a treatment plan in place for the affected unit(s). The project management office may utilize a pest control contractor depending on the scope of the problem.

The HPHA considers the following factors when evaluating and determining the necessary control measures:

- Extent of the problem;
- Available treatments, both natural and chemical;
- Previous treatment efforts;
- Costs of treatment;
- Time involved in treatment; and
- Risks to residents, structures, and grounds.

Resident cooperation is also essential to managing and preventing pest infestations. All public housing residents are made aware of the HPHA’s pest control policies upon admission into the program. Regular reminders are also sent through the monthly rent inserts about recommended housekeeping practices (e.g., store food in tight containers in the refrigerator; spills should be wiped up; avoid stacks of newspapers, boxes, etc. which can provide food and shelter for rodents and cockroaches).

Housekeeping practices that result in providing food, shelter, or breeding grounds for pest of any nature must be brought to the attention of a project’s management office upon observation by HPHA staff. Tenants whose housekeeping practices include excessive stacked or stored materials, dirty dishes and dirty kitchen cabinets or appliances, or food particles on floors will be advised that their dwelling units may require additional inspections. If such condition(s) are not corrected after multiple inspections, a tenant is at risk of violating their rental agreement. Preventing access to a dwelling unit for a pest inspection also constitutes a rental agreement violation.

C. Management Organization and Programs Administered

In accordance with 24 CFR §903.7(e)(3) and (4), this section briefly describes the management organization of the HPHA and includes a list of all federally and state funded services and programs administered by the agency.

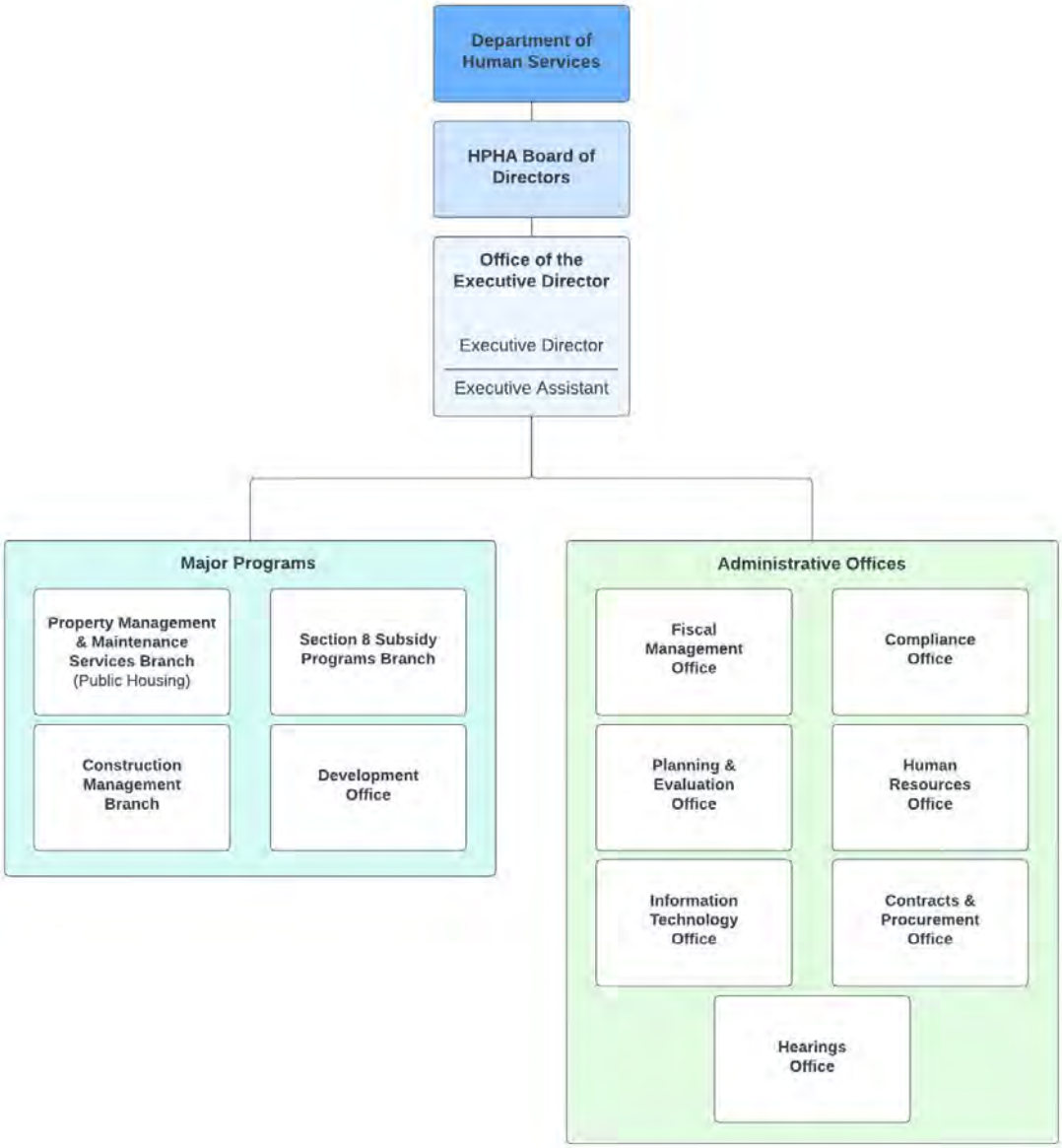
C.1. HPHA Organizational Chart

The HPHA is administratively attached to the Hawaii Department of Human Services. It is governed by an eleven-member Board of Directors which sets forth the policies and direction for the agency as well as approves its programs and actions. The HPHA is comprised of the Office of the Executive Director, which provides for the overall administration and management of agency functions, as well as four major program branches and seven administrative offices.

Property Management and Maintenance Services Branch Major Programs
• Federal Low-Income Public Housing • State Low-Income Public Housing

Section 8 Subsidy Programs Branch Major Programs

• Tenant-Based Voucher (TBV) Programs, including:
  • Housing Choice Vouchers (HCV)
  • Non-Elderly Disabled (NED) Vouchers
  • Veterans Affairs Supportive Housing (VASH) Vouchers
  • Foster Youth Initiative (FYI) Vouchers
  • Emergency Housing Vouchers (EHV)
• Project-Based Voucher (PBV) Program
• State Rent Supplement Program (RSP)
• Family Self-Sufficiency (FSS) Program
• Landlord Incentive Program



Plan Element V: Recent Revision(s)

N/A.

Plan Element V: Proposed Revision(s)

N/A.

Plan Element VI: Grievance Procedures

A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

In accordance with 24 CFR §903.7(f), the sections below provide a description of the public housing program's grievance procedures and the HCV program's informal review and hearing procedures. Tenants and applicants may avail themselves of these procedures if the HPHA's action or inaction in any way causes them to be adversely affected in a discriminatory way. For more information on these procedures, please refer to Chapters 17-2021 and 17-2028, HAR; Chapter 13 of the ACOP; and Chapter 16 of the Administrative Plan.

A. Public Housing Grievance Procedures

The Public Housing Grievance Procedures apply to all individual grievances except any grievance concerning a termination of tenancy or eviction that involves:

- Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or HPHA staff; or
- Any drug-related criminal activity.

Grievances may be presented orally or in writing to the HPHA's main administrative office or the Property Management and Maintenance Services Branch. Written grievances must be signed by the complainant. The grievance must be presented within a reasonable time not past the first working day after the day of the action or failure to act which is the basis for the grievance. The grievance may be simply stated, but shall specify:

- The grounds upon which it is based;
- The action requested; and
- The name address and telephone number of the complainant, and similar information about the complainant's representative, if any.

An informal conference shall be held to discuss and attempt to resolve the grievance without the necessity of a formal hearing. Within seven (7) business days after the informal conference, a summary of the discussion will be given to the complainant by an HPHA representative. If the complainant is dissatisfied with the proposed disposition of the informal conference, they may submit a written request for a grievance hearing within 15 business days of receipt of the summary.

The grievance hearing shall be conducted by an impartial person or persons appointed by the HPHA other than the person who's action or inaction is under review, or a subordinate of such person. The grievance hearing shall be scheduled by the hearing officer within 28 business days following receipt of the hearing request and at a time and place reasonably convenient to the complainant and the HPHA.

The complainant shall be afforded a fair hearing and shall be provided the basic safeguards of due process, including:

- The opportunity to examine and to copy before the hearing, at the expense of the complainant, all documents, records, and regulations of the HPHA that are relevant to the hearing with at least a 24-hour notice to the legal department prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the HPHA at the hearing.
- The HPHA shall also have an opportunity to examine and to copy, at the expense of the HPHA, all documents, records, and statements that the family plans to submit during the hearing to refute the HPHA's action or inaction. Any documents not so made available to the HPHA may not be relied upon by the complainant at the hearing.
- The right to a private hearing unless otherwise requested by the complainant.
- The right to be represented by counsel or another person chosen as a representative.
- The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the HPHA, and to confront and cross-examine all witnesses upon whose testimony or information the HPHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing.
- The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or HPHA fail to appear at the scheduled hearing, the hearing officer may decide that the party has waived their right to a hearing. Such a determination will in no way waive the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HPHA must sustain the burden of justifying the HPHA action or failure to act against which the complaint is directed. The hearing shall be conducted by the hearing officer as follows:

- Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

OR

- Formal: The hearing officer shall require the PHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing officer to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The HPHA may arrange, in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

The hearing officer shall give the HPHA and the complainant a written decision, including the reasons for the decision, within a reasonable time following the hearing. The HPHA will place one copy in the tenant's files. The written decision will be sent to the tenant address provided at the hearing. The decision of the hearing officer shall be binding on the HPHA which shall take all actions necessary to carry out the decision unless the complainant files for a judicial review or trial in Circuit Court.

B. HCV Informal Review and Hearing Procedures

B.1. Informal Review Procedures

The HPHA provides applicants who are denied admission to the HCV Program the opportunity for an informal review. When the HPHA determines that an applicant is ineligible for the Program, the applicant is notified of their ineligibility in writing. The notice shall contain:

- A brief statement describing the reason(s) for the HPHA's decision;
- The procedure for requesting an informal review if the applicant does not agree with the decision; and
- The deadline to request an informal review.

The HPHA is not required to provide an informal review for any of the following reasons:

- Discretionary administrative determinations by the HPHA;
- General policy issues or class grievances;
- A determination of the family unit size under the HPHA subsidy standards;
- A determination not to grant approval of the tenancy;
- Determination that the unit is not in compliance with HQS/NSPIRE; or
- Determination that the unit is not in accordance with HQS/NSPIRE due to the family size or composition.

A request for an informal review must be made in writing and delivered to the HPHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the denial of assistance. The HPHA will schedule and send a written notice of the informal review within 10 business days of the family's request.

The informal review may be conducted by any person or persons designated by the HPHA other than the person who made or approved the denial of admission or a subordinate of this person. At the informal review, the applicant will be given the opportunity to provide written or oral objections to the HPHA's decision. The HPHA will inform the applicant, in writing, of the final decision within 10 days after the informal review, including a statement of the reason(s) for the final decision.

B.2. Informal Hearing Procedures

The HPHA gives participant families the opportunity for an informal hearing to consider whether any of the following decisions conflict with Program rules and regulations:

- A determination of the family's annual or adjusted income and the use of such income to compute the Housing Assistance Payment;
- A determination of the appropriate utility allowance (if any) used for tenant-paid utilities from the HPHA's utility allowance schedule;
- A determination of the family unit size under the HPHA's subsidy standards;
- A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HPHA's subsidy standards, or the HPHA's determination to deny the family's request for an exception from the standards;
- A determination to terminate assistance for a participant family because of the family's failure to act;
- A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HPHA and HUD rules;
- A determination to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account; or
- A determination to deny admission based on an unfavorable history that may be the result of domestic violence, dating violence, or stalking.

The HPHA is not required to provide a participant family an opportunity for an informal hearing for any of the following reasons:

- Discretionary administrative determinations by the HPHA;
- General policy issues or class grievances;
- Establishment of the HPHA schedule of utility allowances for families in the program
- A determination not to approve an extension or suspension of a voucher term;
- A determination not to approve a unit or tenancy;
- A determination that unit selected by the applicant is not in compliance with HQS or NSPIRE standards;
- A determination that the unit is not in accordance with HQS or NSPIRE standards because of family size; or
- A determination by the HPHA to exercise or not to exercise any right or remedy against an owner under a HAP contract.

In cases where the family makes a decision and an informal hearing must be offered, the notice to the family will include all of the following information:

- The proposed action or decision of the HPHA;
- A brief statement of the reasons for the decision including the regulatory reference;
- The date the proposed action will take place;
- A statement of the family's right to an explanation of the basis for the HPHA's decision;
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision;
- A deadline for the family to request the informal hearing;
- To whom the hearing request should be addressed; and
- A copy of the HPHA's informal hearing procedures

A request for an informal hearing must be made in writing and delivered to the HPHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the HPHA's decision or notice to terminate assistance.

The HPHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.

The family may request to reschedule an informal hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the HPHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the HPHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The HPHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Informal hearings will be conducted by a person, or persons approved by the HPHA, other than the person who made or approved the decision under review or a subordinate of the person who made or approved the decision. The HPHA has designated the supervisor of the Rent Subsidy Section, and if unavailable, the Section 8 Subsidy Programs Branch Chief or its designee to serve as hearing officers.

During the informal hearing, the participant family has the right to:

- Present written or oral objections to the HPHA's determination;
- Examine the documents in the file which are directly relevant to the basis of the HPHA's action, and all documents submitted to the hearing officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the informal hearing;
- Request that HPHA staff be available to present at the informal hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

During the informal hearing, the HPHA has the right to:

- Present evidence and any information pertinent to the issue of the informal hearing;
- Be notified if the family intends to be represented by legal counsel, an advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall concern only issues for which the family received the opportunity for a hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer will determine whether the action, inaction, or decision of the HPHA is in accordance with HUD regulations and HPHA policy based upon the evidence and testimony provided at the hearing. A notice of the decision will be provided, in writing, to the family and the HPHA within 10 business days of the informal hearing and shall include hearing information; a brief impartial statement of the reason(s) for the hearing; a summary of the evidence; the findings of fact; and a conclusion and determination of whether the HPHA's action is upheld or overturned. The HPHA is not bound by the hearing officer's decision which concerns a matter in which the HPHA is not required to provide an opportunity for an informal hearing, or that otherwise exceeds the authority of the person conducting the hearing; or conflicts with or contradicts HUD regulations or requirements, or otherwise contradicts federal, State, or local law.

Plan Element VI: Recent Revision(s)

N/A.

Plan Element VI:	Proposed Revision(s)

☐ Amend Chapter 17-2021, HAR, and Chapter 11 of the ACOP to clarify that a due process hearing for proposed rental agreement terminations will be provided for under the HPHA's eviction procedures and that the standard grievance procedures do not apply. (Added in FY 27 Annual Plan)

Plan Element VII. Homeownership Programs

A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

The HPHA does not operate or administer HCV homeownership programs.

Plan Element VII:	Recent Revision(s)

N/A.

Plan Element VII:	Proposed Revision(s)

N/A.

Plan Element VIII. Community Service and Self-Sufficiency Programs

Describe how the PHA will comply with the requirements of (24 CFR §903.7(l)). Provide a description of: 1) Any programs relating to services and amenities provided or offered to assisted families; and 2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. (24 CFR §903.7(l))

A. Family Self-Sufficiency Program

In accordance with 24 CFR §903.7(l)(ii), this section describes and provides an update on all activities related to the Family Self-Sufficiency Program.

The HPHA's Family Self-Sufficiency Program (FSS) provides participants with education, financial literacy, job training, job search assistance, and case management. Both public housing and HCV families are eligible to participate. As part of the FSS Program, the HPHA establishes an interest-bearing escrow account for each participating family. As a family's income grows, excess funds are deposited into their escrow account. The family is eligible to receive these funds at the completion of their FSS contract.

B. Section 3 Training and Employment

In accordance with 24 CFR §903.7(l)(ii), this section describes and provides an update on all activities related to Section 3 of the Housing and Community Development Act of 1968.

The HPHA assists its contractors with achieving Section 3 labor hour goals by:

- Requiring contractors to estimate Section 3 worker hours expected to be generated from initial contracts;

- Including Section 3 language in project application, set-up, and completion forms;
- Assisting contractors in their search for potential qualified Section 3 workers that can perform the duties required under their contracts; and
- Reviewing benchmarks with contractors and subcontractors to ensure that Section 3 requirements are understood.

The HPHA also publishes a list of Section 3 job opportunities on its website.

C. Other Self-Sufficiency Programs & Services

In accordance with 24 CFR §903.7(l)(i), this section describes services and amenities coordinated, promoted, or provided by the HPHA for assisted families, including programs provided or offered as a result of its partnership with other entities.

Program Name & Description	Size (est.)	Allocation Method	Service Locations
Child & Family Services Case management and congregate activities for elderly residents to improve residents' quality of life.	380	First come, first served	Kalakaua Homes Makua Alii Paokalani Pumehana Punchbowl Homes
Mental Health Kokua Case management and supportive services for mentally disabled persons.	125	First come, first served	Kalakaua Homes Makua Alii Paokalani Punchbowl Homes Pumehana

D. Community Service and Self-Sufficiency Requirement (CSSR)

In accordance with 24 CFR §903.7(l)(iii), this section briefly describes how the HPHA is complying with the requirements of 42 U.S.C. §1437jl and (d).

The HPHA requires all public housing tenants who are of working age, unemployed, and without a disability or other qualified exemption to participate in either:

- Eight (8) hours of community service activities per month;
- Eight (8) hours of an economic self-sufficiency program per month; or
- Eight (8) hours of a combination of both per month.

All tenants are made aware of the CSSR requirement at admission into the public housing program. PMMSB also sends quarterly reminders to all participating tenants to provide documentation of community service completed during their lease period. The HPHA may consider non-compliance with the terms of the CSSR as a violation of a tenant's rental agreement.

The HPHA entered into a formal written agreement with the Hawaii Department of Human Services (DHS) on April 8, 1997, to verify tenant participation in community service activities. The HPHA's Property Management and Maintenance Services Branch (PMMSB) also maintains documentation of tenants' exempt/nonexempt status and of all community service or self-sufficiency hours logged. Documentation includes written verification by a third-party of the tenant's name, address, and the dates and hours of participation/service performed.

Eligible community service activities may include but are not limited to:

- Actively participating in a community voluntary tenant patrol;
- Assisting grounds maintenance and community beautification projects;
- Assisting with a literacy and self-esteem program in an afterschool youth program;

- Assisting in a senior center providing elderly families with information on various services such as transportation; meals, etc.;
- Assisting in a homeless shelter kitchen; or
- Volunteering at a foodbank.

Eligible self-sufficiency activities may include but are not limited to:

- Job training;
- Employment counseling;
- Work placement;
- Basic skills training; and
- Education.

Ineligible activities include but are not limited to:

- Part-time or full-time employment, including seasonal or temporary employment;
- Political activities (e.g., lobbying, campaigning, advocacy activities); or
- Any activity performed or work ordinarily performed by HPHA employees.

For more information on the public housing program's community service requirement, please see Appendix B of the ACOP.

Plan Element VIII: Recent Revision(s)

N/A.

Plan Element VIII: Proposed Revision(s)

☐ Adopt a 15-hour weekly work requirement for all non-disabled, non-elderly individuals residing in public housing. The HPHA requested HUD approval of MTW Waiver 12.a. as part of its Amended MTW Supplement for FY 26. (Added in FY 26 Annual Plan Amendment No. 1)

☐ Adopt a 15-hour weekly work requirement for all non-disabled, non-elderly individuals receiving Section 8 rental assistance. The HPHA requested HUD approval of MTW Waiver 12.b. as part of its Amended MTW Supplement for FY 26. (Added in FY 26 Annual Plan Amendment No. 1)

Plan Element IX. Safety and Crime Prevention

Describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5)).

A. Need for Measures to Ensure Safety

In accordance with 24 CFR 903.7(m)(2)(i), this section describes the need for measures to ensure the safety of public housing residents.

The HPHA believes there is a significant need to improve tenant safety in neighborhoods with higher-level crime rates. The HPHA reviews all reported incidents of violent and drug-related crime in and around each public housing property project. Surveys and anecdotal evidence provided by tenants also used to determine where the need for additional safety measures is greatest. Observed lower-level crime (e.g., loitering, vandalism, graffiti, etc.) are monitored and responded to by each AMP management office.

B. Crime Prevention Activities

In accordance with 24 CFR 903.7(m)(2)(ii) and (iii), this section describes any crime prevention activities carried out by the HPHA and in partnership with appropriate police precincts.

The HPHA does not currently operate or administer in any formalized crime prevention programs. However, the HPHA regularly coordinates with State and county law enforcement to respond to reports of criminal behavior on its properties. Additionally, the HPHA is actively seeking to fill dwelling units reserved for law enforcement officers at certain public housing properties (refer to New Activities section).

C. Domestic Violence, Dating Violence, Sexual Assault, and Stalking Prevention

In accordance with 24 CFR 903.7(m)(i) through (iii), this section provides information on any activities, services, or programs offered by the HPHA or in partnership with another service provider to assist child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

The HPHA adopted a VAWA Administrative Policy which sets forth the procedures and requirements it will follow when providing housing assistance and VAWA protections for tenants and participant families in each of its federal programs it administers. The HPHA does not operate or administer any programs or services which specifically assist child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

Plan Element IX: Recent Revision(s)

N/A.

Plan Element IX: Proposed Revision(s)

☐ Adopt a new chapter or amend existing chapters in the Hawaii Administrative Rules to establish an updated VAWA policy for public housing and the HCV Program. (Revised in FY 26 Annual Plan)

Plan Element X. Pet Policy

Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

A. Standard Pet Policy

All public housing tenants are allowed to own and keep pets so long as they are kept and maintained in accordance with HPHA's Pet Policy as well as State and local public health, animal control, and animal anti-cruelty laws, rules, and regulations.

All projects with pets have the Resident Association and/or a Project Pet Committee participate in a pet monitoring program and assist the HPHA in monitoring the pet policy.

Only domesticated, common household animals such as cats, dogs, birds, and fish can be kept as pets. A tenant may have only one pet, regardless of the category of the animal; except if the tenant has a small bird, in which case the tenant may have two small birds. The HPHA sets the maximum adult weight of any pet at 21 pounds.

All pets must be registered with the HPHA before they are brought onto a public housing property. Tenants with pets are required to pay a refundable deposit of $75 per household or an amount equal to their TTP, whichever is lower. They are also charged a non-refundable fee of $5 a month per household to cover reasonable operating costs associated with the maintenance of a project's common use areas. The pet fee does not apply to residents of elderly/disabled projects.

Tenants with pets shall receive a pet permit upon approval of their registration application. The pet permit must be renewed on an annual basis.

The HPHA may revoke a tenant's pet permit at any time, for any of the following reasons:

- The HPHA determines the pet is not being properly cared for;
- The pet presents a threat to the safety and security of other tenants, HPHA staff, contractors, or any other person on the premises;
- The pet is destructive or causes an infestation;
- The pet disturbs other tenants for reasons including but not limited to noise, odor, cleanliness, sanitation, and allergic reactions;
- The tenant fails to re-validate their pet ownership permit;
- The tenant fails to pay the monthly pet fee on a timely basis, if applicable; or
- The HPHA receives a written recommendation from a Resident Association and/or Project Pet Committee to revoke the tenant's pet permit due to a demonstrated lack of cooperation and responsibility to maintain the pet.

The violation of any rule listed in Chapter 10 of the ACOP may be grounds for removal of the pet or termination of the tenant's tenancy or both.

B. Assistance Animal Policy

The HPHA's standard pet policy does not apply to the keeping of assistance animals. "Assistance animal" means any animal that works, assists, or performs tasks for the benefit of a person with a disability. This includes service animals, support animals, and comfort animals.

For an animal to qualify as an assistance animal, a tenant must submit a reasonable accommodation request to the HPHA. If a tenant's disability is not obvious or readily known, they must provide a written certification from a reliable third party which verifies the qualifying disability and the need for the assistance animal.

The HPHA may deny a request if the presence of the animal would pose a direct threat to the health or safety of others, or would result in damage to the property that cannot be eliminated or substantially reduced.

Tenants with disabilities must still comply with the provisions of their rental agreements and are subject to the full list of reasonable conditions in Chapter 10 of the ACOP. If any reasonable condition is breached or any provision of the rental agreement is violated, or if an approved assistance animal causes bodily injury or property damage, the HPHA may rescind its approval and the tenant may be requested to remove the animal within 24 hours of notice. Violation of any of the reasonable conditions may also be grounds for termination of the tenant's tenancy.

Plan Element X:	**Recent Revision(s)**

N/A.

Plan Element X:	**Proposed Revision(s)**

N/A.

Plan Element XI. Asset Management

State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

The operating and capital needs of the public housing program are reviewed and updated annually. In accordance with 24 CFR §905.300, the HPHA's CFP 5-Year Action Plan is developed and reviewed on an annual basis and takes into consideration building and site components.

The day-to-day operations of each public housing project is coordinated and overseen by the Property Management and Maintenance Services Branch (PMMSB) and by the Property Managers assigned to each Asset Management Project (AMP). PMMSB oversees the following management and maintenance tasks:

- Marketing and tenant selection;
- Rent collection;
- Routine and preventative maintenance;
- Unit turnover;
- Security;
- Resident services;
- Capital improvement planning; and
- Other activities necessary to support the efficient operations of each site.

PMMSB conducts management meetings on a monthly basis to review program performance across the HPHA's entire federal public housing inventory.

The HPHA's Property Mangers develop and monitor AMP budgets with support from the HPHA's Fiscal Management Office (FMO). Budget trainings with AMP staff are held annually. FMO provides each Property Manager with recent, property-specific utility and non-utility cost data to help with developing their budget estimates.

For more information on specific HPHA activities related to the rehabilitation, modernization, disposition, and redevelopment of its public housing inventory, please see **B.2. New Activities**.

Plan Element XI: Recent Revision(s)

N/A.

Plan Element XI: Proposed Revision(s)

N/A.

Plan Element XII. Substantial Deviation

PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

A "substantial deviation" from the 5-Year PHA Plan may include, but is not limited to:

- A change to a goal or objective identified in the 5-Year PHA Plan or Annual PHA Plan that is substantial but does not rise to the level of a "significant amendment;"
- A formal decision by the HPHA not to pursue a stated goal or objective;
- The substitution of a different set of activities to achieve a stated goal or objective;
- Administrative or programmatic changes resulting from the loss of adequate funding for a program; or
- The reallocation of funding to sustain a program.

The definition of a "substantial deviation" excludes:

- Amendments to the Hawaii Administrative Rules, the Admissions and Continued Occupancy Policy, or the Administrative Plan for the purposes of including federally mandated or non-discretionary changes to policy or as a result of the agency's application for competitive grant opportunities;
- The elimination of a policy where a more stringent one exists or where two policies may appear to conflict, and one policy is eliminated to avoid confusion.

As part of the Rental Assistance Demonstration (RAD), Section 18 Disposition process, and the Section 22 Streamlined Voluntary Conversion process, the definition of a "substantial deviation" excludes the following items specific to the RAD, Section 18, and Section 22 programs:

- Changes to the Operating Fund or Capital Fund Budget produced as a result of each approved RAD, Section 18, or Section 22 conversion, regardless of whether the proposed conversion will include use of additional Operating or Capital Funds;
- Changes to the Relocation Plan and processes for each approved, RAD, Section 18, Section 22 conversion;
- Changes to the construction and rehabilitation plan for each approved RAD, Section 18, or Section 22 conversion;
- Changes to the financing structure for each approved RAD, Section 18, Section 22 conversion;
- The decision to convert to either Project-Based Rental Assistance or Project-Based Voucher Assistance; and
- Changes to a RAD, RAD/Section 18 blend, Section 18 Demolition and/or Disposition, or Section 22 Streamlined Voluntary Conversion Plan and/or application for such program(s) for units identified in an approved Plan.

Plan Element XII: Recent Revision(s)

N/A.

Plan Element XII: Proposed Revision(s)

N/A.

Plan Element XIII. Significant Amendment/Modification

PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

The HPHA will amend or modify the 5-Year PHA Plan and/or Annual PHA Plan if:

- A federal statutory or regulatory change is made effective and, in the opinion of the HPHA, has either substantial programmatic or financial effects on the programs administered by the HPHA, or administrative burdens beyond the programs under administration at the start of the Plan year;

- The HPHA pursues a demolition, disposition, homeownership, Capital Fund Financing, development, or mixed-finance proposal that is not already identified in an approved Plan and would be considered by HUD to be significant amendment to the Annual PHA Plan and CFP 5-Year Action Plan;
- Excluding projects for which the HPHA will submit to HUD a Section 18 application or projects arising out of federally-declared major disasters or other acts of God beyond the control of the HPHA (e.g., earthquakes, fire and storm damages, civil unrest, or other unforeseen significant events), whenever a Capital Fund project not already in the 5-Year Action Plan either (1) experiences a change in the use of replacement reserve funds under the Capital Fund in the amount of $15 million or more, (2) would affect more than 15% of a development's ACC unit count, or (3) reassigns planned CFP project funds toward redevelopment purposes; or
- Any other event that the HPHA's Board of Directors determines to be a significant amendment or modification of the approved Annual PHA Plan.

Plan Element XIII: Recent Revision(s)

N/A.

Plan Element XIII: Proposed Revision(s)

N/A.

(c) The PHA must submit its Deconcentration Policy for Field Office review.

A copy of the HPHA's public housing deconcentration policy is attached as **Attachment B: Deconcentration Policy**.

B.2 **New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y	N	
☐	☒	Hope VI or Choice Neighborhoods
☒	☐	Mixed Finance Modernization or Development
☒	☐	Demolition and/or Disposition
☐	☒	Designated Housing for Elderly and/or Disabled Families
☐	☒	Conversion of Public Housing to Tenant-Based Assistance
☐	☒	Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD
☐	☒	Occupancy by Over-Income Families
☐	☒	Occupancy by Police Officers
☐	☒	Non-Smoking Policies
☐	☒	Project-Based Vouchers
☐	☒	Units with Approved Vacancies for Modernization
☐	☒	Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants)

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

New Activities: HOPE VI or Choice Neighborhoods

Provide 1) a description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and 2) a timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. (Notice PIH 2011-47)

N/A.

New Activities: Mixed-Finance Modernization or Development

1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals.

Kuhio Homes and Kuhio Low-Rises (as of December 1, 2025)

The HPHA was working with the Michaels Organization (TMO) as its development partner until March 2025 when the Board of Directors approved a transfer and assignment of development rights from TMO to Highridge Costa Development Company (HCDC). The HPHA entered into a Disposition and Development Agreement with HCDC in May 2025.

In July 2025, the Honolulu City Council Budget Committee passed a resolution authorizing the issuance and delivery of $107,710,000 in construction financing for Kuhio Park Low-Rises (KPLR) Phase 1. During the same month, the City and County of Honolulu's Affordable Housing Fund awarded $8 million to the project. HCDC secured partnerships with Royal Bank of Canada for the federal tax credit equity, Berkadia for the state tax credit equity, and Bank of Hawaii for construction and permanent debt.

The HPHA received approval of its Section 18 demolition application from the HUD Special Applications Center (SAC) in August 2024. The HPHA and HCDC worked with Seneca Relocation Services to relocate all KPLR Phase 1 residents by the beginning of August 2025. With all building permits, and traffic management, fire, public health, and environmental approvals having been secured, the project financially closed on October 23, 2025. Hawaiian Dredging Construction Company, the general contractor, has started construction.

Modernization or Development Activity Summary

Development Name:	Kuhio Homes and Kuhio Low-Rises
AMP Number:	40
Project Address:	Ahonui Street Honolulu, Hawaii 96819
Project Type:	Family (General Occupancy)
Total Current Units:	174 Total Units (20 One-Bedroom Units, 32 Two-Bedroom Units, 37 Three-Bedroom Units, 77 Four-Bedroom Units, 8 Five-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	60
Est. PBV Request	TBD.

Mayor Wright Homes (as of October 1, 2024)

In 2023, Mayor Wright Homes (MWH) was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA's federal public housing inventory and create more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

In May 2024, the HPHA's Board of Directors approved a $10M pre-development loan to HCDC for Phase 1 of the MWH redevelopment. Substantial pre-development activities are already underway.

The HPHA and HCDC received a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration in June 2024. The project's 201H application for the project's Master Plan has also been approved by HHFDC. The Master Plan is currently being revised, with changes to Phases 1A and 1B being studied. The HPHA and HCDC continue to weigh the use of Restore-Rebuild, PBVs, TPVs, and LIHTC at the project site. In June 2025, the State Legislature approved $80 million for Phase 1A in Rental Housing Revolving Fund (RHRF) funding. For-sale units up to 120% of AMI and 501(c)(3) rentals up to 100% of AMI are also being considered for future phases.

As of August 2025, HCDC has completed the first of two required meetings with the State of Hawaii Historic Preservation Division, finalized the Phase I subdivision map, submitted a high-rise justification for the master plan to HUD, submitted the Land Court deregistration application, completed the civil master plan (water, sewer, drainage, electrical), and selected Seneca Relocation Services as the relocation consultant for the project.

The National Environmental Protection Act (NEPA) – Environmental Assessment's (EA) "Finding of No Significant Impact" (FONSI) was published by the Responsible Entity. The SAC Section 18 applications for Phase 1A disposition and Phase 1B demolition were submitted to the SAC in August 2025. The Request for Release of Funds has also been finalized and is awaiting the Governor's Office approval.

Modernization or Development Activity Summary

Development Name:	Mayor Wright Homes
AMP Number:	32
Project Address:	521 North Kukui Street Honolulu, HI 96817
Project Type:	Family (General Occupancy)
Total Current Units:	364 Total Units (24 One-Bedroom Units, 114 Two-Bedroom Units, 168 Three-Bedroom Units, 50 Four-Bedroom Units, 8 Five-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Pu'uwai Momi (as of December 1, 2024)

In 2023, Pu'uwai Momi was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA's federal public housing inventory with the goal of developing more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

The HPHA and HCDC completed due diligence and massing studies for a 2,170-unit Master Plan. A sewer capacity analysis application has been submitted to the City DPP Wastewater Branch for review and approval. Preliminary utility approvals have been received from HECO, City BWS, Hawaii Gas, Spectrum, and Hawaiian Telcom. Confirmation was also received from the City Department of Environmental Services (ENV) that until further infrastructure upgrades are made, there is no additional sewer capacity at the project site (i.e., only a one-for-one replacement of existing units is possible currently). During the current and next fiscal years, the HPHA and HCDC will continue discussions with HECO and ENV on addressing infrastructure capacity issues.

In 2023, the HPHA also received funding from the State TOD Council to produce a vision study for the project site. The HPHA anticipates the vision study to be completed in CY 2025.

Modernization or Development Activity Summary

Development Name:	Pu‘uwai Momi
AMP Number:	30
Project Address:	99-132 Kohomua Street Aiea, Hawaii 96701
Project Type:	Family (General Occupancy)
Total Current Units:	260 Total Units (48 One-Bedroom Units, 86 Two-Bedroom Units, 88 Three-Bedroom Units,38 Four-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Ka‘ahumanu Homes (as of December 1, 2025)

In 2023, Ka‘ahumanu Homes was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA’s federal public housing inventory with the goal of developing more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

Between 2023 and 2025, the Ka‘ahumanu Homes redevelopment project secured all necessary entitlements. Design and due-diligence work have also advanced. In 2025, the HPHA entered into a Master Development Agreement with HCDC for the project. HCDC received a $3.05 million allocation for pre-development funding during the 2025 to 2027 fiscal biennium from the State Legislature. In response to a pre-service request, Hawaiian Electric Co. confirmed there is electric service capacity for redevelopment. The project also received Federal Aviation Administration approval on proposed building heights. HCDC has completed federal preservation procedures set forth in Section 7 of the Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA). An HRS Chapter 6E historic preservation determination was also submitted to the State Historic Preservation Division in June 2025 and is pending concurrence.

Modernization or Development Activity Summary

Development Name:	Ka‘ahumanu Homes
AMP Number:	33
Project Address:	Alokele Street Honolulu, Hawaii 96817
Project Type:	Family (General Occupancy)
Total Current Units:	152 Total Units (116 Two-Bedroom Units, 36 Three-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Kamehameha Homes (as of December 1, 2025)

In 2023, Kamehameha Homes was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA’s federal public housing inventory with the goal of developing more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

The HPHA and HCDC completed due diligence and massing studies for a 10-building, 2,950-unit Master Plan with connection to the neighboring Ka‘ahumanu Homes site. Will-serve letter have been received from HECO, BWS, DPP Wastewater Branch, Spectrum, Hawaiian Telcom, and Hawaii Gas. During the current and following fiscal years, the development team will be obtaining a termite report for the site, developing an entitlement strategy and timeline, and developing a predevelopment and development budget and schedule.

Modernization or Development Activity Summary

Development Name:	Kamehameha Homes
AMP Number:	33
Project Address:	1541 Haka Drive Honolulu, Hawaii 96817
Project Type:	Family (General Occupancy)
Total Current Units:	221 Total Units (62 One-Bedroom Units, 123 Two-Bedroom Units, 36 Three-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Hale Laulima (as of December 1, 2025)

In 2023, Hale Laulima was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA’s federal public housing inventory with the goal of developing more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

The HPHA and HCDC completed due diligence and massing studies for a three-building, 705-unit Master Plan. Will-serve letters have been received from HECO, BWS, DPP Wastewater Branch, Spectrum, Hawaii Telcom, and Hawaii Gas. During the current and following fiscal years, the development team will continue working with HECO to determine required infrastructure upgrades as well as developing an entitlement strategy/timeline and the predevelopment budget.

Modernization or Development Activity Summary

Development Name:	Hale Laulima
AMP Number:	30
Project Address:	1184 Waimano Home Road Aiea, Hawaii 96701
Project Type:	Family (General Occupancy)
Total Current Units:	36 Total Units (20 Two-Bedroom Units, 16 Three-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Nanakuli Homes (as of December 1, 2025)

In 2023, Nanakuli Homes was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA's federal public housing inventory with the goal of developing more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

In 2024, RMA Architects produced several concept plans for Nanakuli. The redeveloped project will likely consist of three-story, garden-style concepts and four-to-five-story concepts. RMA is redefining the preferred concept plan, and a final conceptual Master Plan is expected in Q3 in CY 2024. The project site will likely yield 90 to 120 units.

Modernization or Development Activity Summary

Development Name:	Nanakuli Homes
AMP Number:	44
Project Address:	Lualei Place Waianae, Hawaii 96792
Project Type:	Family (General Occupancy)
Total Current Units:	36 Total Units (36 Three-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Lanakila Homes (as of December 1, 2025)

In 2023, Lanakila Homes was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA's federal public housing inventory with the goal of developing more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

Between 2023 and 2025, the Lanakila Homes redevelopment project secured all necessary entitlements. Design and due-diligence work have also advanced. In 2025, the HPHA entered into a Master Development Agreement with HCDC for the project. HCDC received a $4.2 million allocation for pre-development funding during the 2025 to 2027 fiscal biennium from the State Legislature. HCDC began work on the schematic design for the project. State and federal preservation processes (i.e., HRS Chapter 6E, ESA Section 7, and NHPA Section 106) have been completed. HCDC is currently revising the EA required under NEPA and expects to submit the completed version to the Governor's Office for review in Q4 of CY 2025.

Modernization or Development Activity Summary

Development Name:	Lanakila Homes
AMP Number:	37
Project Address:	600 Wailoa Street Hilo, Hawaii 96720
Project Type:	Family (General Occupancy)
Total Current Units:	164 Total Units (14 One-Bedroom Units, 66 Two-Bedroom Units, 44 Three-Bedroom Units, 20 Four-Bedroom Units)
Repositioning Tool(s):	TBD.

Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Kahekili Terrace (as of December 1, 2025)

In 2023, Kahekili Terrace was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA's federal public housing inventory with the goal of developing more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

The project is current on hold in the aftermath of the Lahaina wildfires; the HPHA and HCDC are concerned about relocating tenants while other ongoing redevelopment efforts in west Maui. The development team is currently evaluating alternative sites on Maui to develop first as potential relocation housing for existing Kahekili Terrace residents. In September 2024, the State was awarded a pro-housing grant from HUD where $500,000 is reserved for addressing infrastructure needs at Kahekili Terrace. Funds must be expended within next six years.

Modernization or Development Activity Summary

Development Name:	Kahekili Terrace
AMP Number:	39
Project Address:	2015 Holowai Place Wailuku, Hawaii 96792
Project Type:	Family (General Occupancy)
Total Current Units:	82 Total Units (12 One-Bedroom Units, 22 Two-Bedroom Units, 36 Three-Bedroom Units, 12 Four-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Kapa'a (as of December 1, 2025)

In 2023, Kapa'a was included in the Ka Lei Momi Project which seeks to redevelop a significant portion of the HPHA's federal public housing inventory with the goal of developing more than 10,000 new, affordable units as part of mixed-use, mixed-income communities. The HPHA selected Highridge Costa Development Company (HCDC) as the master developer for Ka Lei Momi.

Between 2023 and 2025, the Lanakila Homes redevelopment project secured all necessary entitlements. Design and due-diligence work have also advanced. In 2025, the NHPA Section 106 consultation period expired, and an ESA Section 7 determination of "No Adverse Effect" was received. Schematic designs for the project have since been completed, and the overall design development process is set to be complete by Q4 of CY 2025. The HPHA submitted project drawings for a third round of HUD architectural review, which is expected to be the final required submittal. The HPHA and HCDC are on track to complete the NEPA EA, publishing the FONSI, applying for building permits, finalizing a resident relocation plan, and submitting a Section 18 application to HUD SAC by the end of CY 2025.

Modernization or Development Activity Summary

Development Name:	Kapa'a

AMP Number:	38
Project Address:	4726 Malu Road Kapaa, Hawaii 96746
Project Type:	Family (General Occupancy)
Total Current Units:	36 Total Units (6 One-Bedroom Units, 8 Two-Bedroom Units, 12 Three-Bedroom Units, 10 Four-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Alternate Properties (as of December 1, 2025)

If the current portfolio of Ka Lei Momi properties listed above cannot deliver a minimum of 10,000 additional units, the HPHA may include one or more Alternative Property listed below as part of its overall redevelopment project. These Alternate Properties include both federal and State public housing properties administered by the HPHA.

Kekaha Haaheo

Kekaha Haaheo is located in the community of Kekaha on Kauai. Kekaha is a rural community situated directly west from the town of Waimea. The property is positioned between the Kekaha Sugar Mill to the east and H.P. Faye Park to the west.

Kekaha Haaheo was first occupied in 1982 and has a street address of 8238 Iwipolena Road. With a total area of 9.25 acres, the property consists of two parcels identified by Tax Map Keys (4) 1-03-008: 020 and 026. The housing project consists of 29 ground-level dwellings containing one, two, or three bedrooms per unit. A single-story common area building houses administrative offices and a community center. The housing property is designated for "Urban" use by the State Land Use Commission and is zoned or "R-6 Residential" use by the County of Kauai.

The property is not located within a tsunami evacuation zone. Most of the property is located in Flood Zone AE, an area subject to inundation by a 1% annual chance flood event with the base flood elevation determined. (Community Panel Numbers 1500020254F and 1500020252F, Revised November 26, 2010). Small sections of land in the southeast and southwest corners of the property fall within Flood Zone XS (shaded), an area subject to inundation by a 0.2% annual chance flood event.

Alternate Properties Modernization or Development Activity Summary

Development Name:	Kekaha Haaheo
AMP Number:	38
Project Address:	8238 Iwipolena Road Kekaha, Hawaii 96752
Project Type:	Family (General Occupancy)
Total Current Units:	78 Total Units (42 One-Bedroom Units, 12 Two-Bedroom Units, 24 Three-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.

Est. PBV Request	TBD.

Hale Nana Kai O Kea

Hale Nana Kai O Kea is located in the town of Kapaa on Kauai. Kapaa is situated along Kauai's eastern shoreline, south of Anahola and north of Wailua. Hale Nana Kai O Kea is positioned between the Samuel Mahelona Medical Center and Kuhio Highway. Access to the medical center and housing property is provided from Kawaihau Road.

Hale Nana Kai O Kea was first occupied in 1977 and has a street address of 4850 Kawaihau Road. The project property encompasses 3.47 acres and is identified by Tax Map Key (4) 4-6-014: 105. The housing project consists of 19 ground-level duplexes containing studio and one-bedroom units. A single-story common area building serves as a community center and laundry facility. The housing property is designated for "Urban" use by the State Land Use Commission and is zoned for "R-1/ST Residential" use by the County of Kauai.

The project property is not located within a tsunami evacuation zone, and the entire property is located in Flood Zone X based upon the Flood Insurance Rate Map (Community Panel Number 1500020210F, Revised November 26, 2010. Zone X is an area of minimal flooding (outside the 0.2% annual chance floodplain).

Alternate Properties Modernization or Development Activity Summary

Development Name:	Hale Nana Kai O Kea
AMP Number:	38
Project Address:	4850 Kawaihau Road Kapaa, Hawaii 96746
Project Type:	Family (General Occupancy)
Total Current Units:	38 Total Units (20 Studio Units, 18 One-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Lokahi

Lokahi is located in the community of Hilo on Hawaii Island. Hilo is the Hawaii County seat, and it is located on the Island's windward (east) coast. The housing property is positioned to the south of downtown Hilo and is bordered to the west by Lokahi Street.

Lokahi was originally constructed in 1962. It is comprised of 15 semi-detached buildings that sit on a 14.361-acre parcel of land identified as Tax Map Key (TMK) No. (3) 2-4-052:020. The floor plans of the 30 residential units consist of 14 two-bedroom and 16 three-bedroom units. The State's land use designation for the property is the "Urban District". The County's zoning for the parcel is RD-3.75 Double-Family Residential District.

The property is not located within a tsunami evacuation zone. The entire property is located in Flood Zone X, an area of minimal flood hazard (FIRM Panel: 1551660804F), panel effective date: September 29, 2017.

Alternate Properties Modernization or Development Activity Summary

Development Name:	Lokahi
AMP Number:	37

Project Address:	Lokahi Circle Hilo, Hawaii 96720
Project Type:	Family (General Occupancy)
Total Current Units:	30 Total Units (14 Two-Bedroom Units, 16 Three-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Hale Olaloa

Hale Olaloa is located in the Waiakea neighborhood of Hilo on Hawaii Island. Waiakea is a suburban community located to the east of downtown Hilo. This property is situated along Kamana Street and bordered to the east by Waiakea Stream.

Hale Olaloa was first occupied in 1976 and has a street address of 144 Kamana Street. The property consists of 6.51 acres, and it is identified by Tax Map Key (3) 2-4-056: 021. The housing property is comprised of 25 single-story duplexes with a total of 50 units comprised of studio and one-bedroom units, and one single-story community building. The property is designated for "Urban" use by the State Land Use Commission and is zoned for "RS-10 Single-Family Residential" use by the County of Hawaii.

The property is not located within a tsunami evacuation zone, and the entire property is located in Flood Zone X based upon the Flood Insurance Rate Map (Community Panel Numbers 1551660880C, Revised September 16, 1998. Zone X is an area determined to be outside the 0.2% annual chance floodplain.

Alternate Properties Modernization or Development Activity Summary

Development Name:	Hale Olaloa
AMP Number:	37
Project Address:	144 Kamana Street Keaau, Hawaii 96749
Project Type:	Elderly (General Occupancy)
Total Current Units:	30 Total Units (18 Studio Units, 12 One-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Koolau Village

Koolau Village is located in the Kaneohe community on Oahu. Kaneohe is situated in Windward Oahu, to the west of Kailua and the Kaneohe Marine Corps Base. The property is bordered to the southwest by Kahekili Highway and to the southeast by Keahala Road, with vehicular access to the housing property provided by Kamau Place. A residential subdivision is located immediately east of the housing property, and the Windward Community College is situated to the southwest across Kahekili Highway. An unlined drainageway runs along the property's northern boundary.

Koolau Village was first occupied in 1969 and has a street address of 45- 1027 Kamau Place. The property consists of 14.02 acres, and it is identified as Tax Map Key (TMK) No. (1) 4-5-023: 008. The property is comprised

of 18 two-story townhouses with a range of 1-, 2-, 3-, and 4-bedroom units, and one single-story common area building that serves as a community center. The State's land use designation for the property is the "Urban District." The City's zoning is Medium-density Apartment (A- 2).

The property is not located within a tsunami evacuation zone; however, portions of the property are identified as flood hazard areas. A Flood Hazard Zone AE Floodway runs through the property to the north of the townhouses, and two areas to the south of the townhouses are designated as Flood Hazard Zone A. All of these areas are subject to inundation by the 1-percent-annual-chance flood event (Community Panel Number 15003C0270J, Panel Effective Date: November 05, 2014).

Alternate Properties Modernization or Development Activity Summary

Development Name:	Koolau Village
AMP Number:	45
Project Address:	45-1027 Kamau Place Kaneohe, Hawaii 96744
Project Type:	Family (General Occupancy)
Total Current Units:	80 Total Units (8 One-Bedroom Units, 24 Two-Bedroom Units, 36 Three-Bedroom Units, 12 Four-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Palolo Valley Homes

Palolo Valley Homes is located within the Palolo community in urban Honolulu on Oahu. Palolo is situated between the neighborhoods of Kaimuki to the south, Saint Louis Heights to the west, and Wilhemina Rise to the east. The property is bordered by Palolo Stream on the east and Kiwila Street on the south. Access to the property is provided by Ahe Street.

Palolo Valley Homes was first occupied in 1957 and has a street address of 2107 Ahe Street. The property is split by Ahe Street and consists of two parcels [TMK No. (1) 3-4-007: 015 and 017] with a combined area of 6.62 acres. The housing project consists of 20 two-story apartment buildings and 118 units with one, two, three, four, or five bedrooms per unit. The property is designated for "Urban" use by the State Land Use Commission and is zoned for "A-1 Low Density Apartment" use by the City and County of Honolulu. The property is not located within a tsunami evacuation zone, and the entire property is located in Flood Zone X based upon the Flood Insurance Rate Map (Community Panel Number 15003C0367H, Revised November 5, 2014). Zone X is an area determined to be outside the 0.2% annual chance floodplain.

Alternate Properties Modernization or Development Activity Summary

Development Name:	Palolo Valley Homes
AMP Number:	50
Project Address:	2107 Ahe Street Honolulu, Hawaii 96819
Project Type:	Family (General Occupancy)
Total Current Units:	118 Total Units (8 One-Bedroom Units, 34 Two-Bedroom Units, 40 Three-Bedroom Units, 32 Four-Bedroom Units, 4 Five-Bedroom Units)

Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

Kauiokalani

Kauiokalani is located in the Waianae community on Oahu. Waianae is situated between the communities of Makaha to the north and Maili to the south. Waianae Intermediate School is north of and adjacent to the property. Access to the property is provided by a driveway located at the end of Kauiokalani Place, which also provides access to the Waianae office of the Department of Motor Vehicles.

Kauiokalani was first occupied in 1995 and has a street address of 85-658 Farrington Highway. The property encompasses 4.04 acres and is identified by Tax Map Key (1) 8-5-028: 045. The housing project consists of 12 two-story townhouses with 3-bedroom units, as well as a single-story community center. The property is designated for "Urban" use by the State Land Use Commission and is zoned for "R-5 Residential" use by the City and County of Honolulu.

The property is not located within a tsunami evacuation zone. The southwest half of the property is located within Zone XS (0.2% annual chance of flood), while the northeast half of the property is located in Zone X (Outside the 0.2% annual chance of flood) (Community Panel Numbers 15003C0183H, Revised November 5, 2014).

Alternate Properties Modernization or Development Activity Summary

Development Name:	Kauiokalani
AMP Number:	44
Project Address:	85-658 Farrington Highway Waianae, Hawaii 96792
Project Type:	Family (General Occupancy)
Total Current Units:	50 Total Units (50 Three-Bedroom Units)
Repositioning Tool(s):	TBD.
Est. TPV Request:	TBD.
Est. PBV Request	TBD.

New Activities: Demolition and/or Disposition

With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities.

2023 Maui Wildfires

In August 2023, wildfires in Lahaina, Maui completely destroyed two federal public housing properties managed under AMP 39 (Project No. HI0010039). Both properties, David Malo Circle and Piilani Homes, are considered

to be total physical losses. The HPHA is preparing an after-the-fact Section 18 application to initiate the demolition process. Tenant Protection Vouchers were received as an emergency housing option for residents who were displaced. The HPHA has procured a consultant to assist with the Section 18 application and the Part 58 Environmental Review (ER). The HPHA anticipates the ER will be completed by March 2025.

Demolition/Disposition Activity Summary

Development Name:	David Malo Circle
AMP Number:	39
Project Address:	Mill Street Lahaina, Hawaii 96761
Total Units:	18 Total Units (2 One-Bedroom Units, 4 Two-Bedroom Units, 10 Three-Bedroom Units, 2 Four-Bedroom Units)
Accessibility Features:	N/A
SAC Application Status:	As of August 2025, the Section 18 demolition application has been submitted to SAC and is pending approval.

Development Name:	Piilani Homes
AMP Number:	39
Project Address:	1028 Wainee Street Lahaina, Hawaii 96761
Total Units:	42 Total Units (32 Studios, 10 One-Bedroom Units)
Accessibility Features:	N/A
SAC Application Status:	As of August 2025, the Section 18 demolition application has been submitted to SAC and is pending approval.

Physical Obsolescence

The HPHA may request HUD's approval of the demolition and/or disposition of the Pahala in AMP 37 and Kupuna Home O Waialua in AMP 49. These projects are not built to current code, and the cost to modernize each one is equivalent to the cost to demolish and rebuild.

Demolition/Disposition Activity Summary

Development Name:	Pahala
AMP Number:	37
Project Address:	96-1169 Kou Street Pahala, Hawaii 96777
Total Units:	24 Total Units (16 Studios, 8 One-Bedroom Units)
Accessibility Features:	N/A
SAC Application Status:	N/A

Development Name:	Kupuna Home O Waialua
AMP Number:	49

Project Address:	67-088 Goodale Avenue Waialua, Hawaii 96791
Total Units:	40 Total Units (24 Studios, 16 One-Bedroom Units)
Accessibility Features:	N/A
SAC Application Status:	N/A

County Easements and/or Dedications

The HPHA may request HUD approval of non-exclusive easements or dedications at certain federal public housing properties to the applicable county government. These requests would not impact the HPHA's ACC unit count.

The HPHA intends to dedicate portions of the street(s)/sidewalk(s) at Lanakila Homes to the County of Hawaii. For reasons now unknown, a dedication did not take place after one of the phases of the project's initial construction. Hawaii County is not averse to taking ownership of the streets per the HPHA's ongoing discussions. The county has continued to repair and repave the HPHA's streets as most of the streets in the neighborhood belong to the county.

Kalihi Valley Homes Community Center (as of December 1, 2025)

The HPHA will request HUD approval for the demolition of the Community Center at Kalihi Valley Homes. The elevated building is currently closed and is not in use. The HPHA contracted a consultant to study alternatives to rehabilitating the structure and a possible replacement. It was determined that demolition is necessary. The HPHA's consultant is currently in the design phase of the project and is preparing the SAC Section 18 application. The Hawaii State Legislature appropriated funds for the demolition during the 2024 legislative session. A community meeting to discuss the planned demolition was held on December 11, 2025. The HPHA plans to hold the bid opening in 2026.

Other Applications for Demolition and/or Disposition

The HPHA is providing notice that it may, at any time during the fiscal year, submit an application to the HUD Special Applications Center to demolish and/or dispose of public housing units or other properties from its public housing inventory for any of the following reasons:

- There is evidence of substantial physical issues with a project's building(s) or dwelling unit(s) (e.g., critical structural issues, deficiencies in major systems, deterioration due to prolonged deferred maintenance, etc.) that are not cost-effective to repair. This includes damages to a project that were caused by natural or human-caused disasters and other acts of God;
- There is evidence that a project's location causes obsolescence or presents serious obstacles to maintain dwelling units as healthy and safe housing (e.g., environmental factors, proximity to a highway/factory makes a project no longer suited for residential use, etc.);
- There are other factors and conditions which impact the marketability, usefulness, or management of dwelling units and seriously impede operations for residential use;
- De Minimis demolition;
- Continued operation is infeasible because of a lack of demand for dwelling units;
- To improve the efficiency and effectiveness of on-site or off-site development;
- As part of a RAD-Section 18 blend;
- To remove scattered-site dwelling units that are unsustainable to operate and/or maintain; or
- To remove a non-dwelling buildings or vacant land that exceeds the needs of a project.

A full list of all federal public housing properties in the HPHA's public housing inventory is attached as **Attachment D.**

New Activities: Designated Housing for Elderly and Disabled Families

Describe any public housing projects owned, assisted, or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, 5) the number of units affected and; 6) expiration date of the designation of any HUD approved plan. Note: The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

N/A.

New Activities: Conversion of Public Housing under the Voluntary or Mandatory Conversion Programs

Describe 1) any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) an analysis of the projects or buildings required to be converted; and 3) a statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. (24 CFR §903.7(j))

N/A.

New Activities: Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD

Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD.

The HPHA may apply to convert dwelling units at the following public housing properties to project-based assistance under the guidelines established by Notices PIH 2012-32, REV-3, REV-4, and any successor notices, and Notice PIH 2021-07:

Property Name (All Family Units)	Bedroom Size						Total Units Per Property
	0	1	2	3	4	5	
Kuhio Homes & Low-Rises	0	20	32	37	77	8	174
Mayor Wright Homes	0	24	114	168	50	8	364
Pu‘uwai Momi	0	48	86	88	38	0	260
Ka‘ahumanu Homes	0	48	86	88	38	0	260
Kamehameha Homes	0	62	123	36	0	0	221
Hale Laulima	0	20	16	0	0	0	36
Nanakuli Homes	0	0	0	36	0	0	36
Lanakila Homes	0	14	66	44	20	0	144
Kahekili Terrace	0	12	22	36	12	0	82

Kapa‘a	0	6	8	12	10	0	36
‘Ele‘ele	0	2	6	10	6	0	24
Total Units	**0**	**256**	**559**	**555**	**251**	**16**	**1,637**

Pursuant to the RAD CHAP awards, the HPHA will apply on the Inventory Removal module in PIC, or HIP upon its implementation, for the disposition of project sites.

During the RAD conversion process, the HPHA will ensure it fully complies with federal Fair Housing requirements by providing the required percentage of accessible dwelling units at each development for families with mobility and hearing/vision impairments. The HPHA will also adopt the resident rights, participation, waiting list, and grievance procedures listed in Section 1.6 of the RAD Notice H-2019-09 PIH-2019-23 Rev. 4 (**Attachment E**); the RAD Fair Housing, Civil Rights, and Relocation Notice - Notice H 2016-17 PIH 2016-17 (HA) (**Attachment F**), and the Joint Housing/PIH Notice H-2014-09/ PIH-2014-17 (**Attachment G**).

The HPHA is currently compliant with all fair housing and civil rights requirements. Any RAD conversion the HPHA engages in will comply with all applicable site selection and neighborhood reviews standards. The HPHA is not currently under any Voluntary Compliance Agreement, consent order, consent decree, final judicial ruling, or administrative ruling or decision. Upon the RAD conversion of a property, the HPHA’s Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration. The HPHA may also borrow funds to address its capital needs.

New Activities: Occupancy by Over-Income Families

A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days’ notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: Notice PIH 2011-7. (24 CFR 960.503) (24 CFR 903.7(b))

N/A.

New Activities: Occupancy by Police Officers

The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A “police officer” means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State, or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: Notice PIH 2011-7. (24 CFR 960.505) (24 CFR §903.7(b))

The HPHA reserves the right to place police officers who would not otherwise be eligible for the public housing program into a public housing dwelling unit if it is determined that their presence would improve the safety and

security of a project's residents. In exchange, a police officer agrees to provide services to the residents such as weekly office hours, "meet and greet" visits, and wellness checks.

The table below lists all dwelling units currently designated for occupancy by a police officer in IMS/PIC as of **December 1, 2025**.

AMP No.	Project No.	Project Name	Unit No.	Address
37	1097	Kauhale O Hanakahi	A4401	19 Pamala St Hilo, HI 96720
37	1004	Lanakila Homes I	0017B	600 Wailoa St Hilo, HI 96720
37	1028	Punahele Homes	0130R	6-B Lokahi Pl Haiku, HI 96708
43	1061	Ka Hale Kahaluu	0003L	78-6725 Makolea St Kailua-Kona, HI 96740
43	1070	Kealakehe	A101	74-991 Manawale`a St Kailua-Kona, HI 96740
43	1063	Nani Olu	4E	81-1011 Nani Kupuna Pl Kealakekua, HI 96750
46	1097	Ke Kumu 'Ekolu	B2208	68-3385 Ke Kumu Pl Waikoloa, HI 96738

The HPHA may designate dwelling units at the following public housing projects for occupancy by a police officer to improve safety and security:

AMP No.	Project No.	Project Name	Address
30	1026	Pu'uwai Momi	99-132 Kohomua St Aiea, HI 96701
31	1005	Kalihi Valley Homes	2250 Kalena Dr Honolulu, HI 96819
32	1003	Mayor Wright Homes	521 N Kukui St Honolulu, HI 96817
33	1099	Kamehameha Homes	1541 Haka Dr Honolulu, HI 96817
34	1012	Makua Alii	1541 Kalakaua Ave Honolulu, HI 96826
37	1004	Lanakila Homes	600 Wailoa St Hilo, HI 96720
43	1032	Kaimalino	74-5060 Kealakaa St Kailua-Kona 96740
43	1053	Hale Hookipa	81-1038 Nani Kupuna Pl

			Kealakekua, HI 96750
44	1057	Waimaha-Sunflower	85-186 McArthur St Waianae, HI 96792
44	1091	Kau‘iokalani	85-658 Farrington Hwy Waianae, HI 96792
45	1030	Ko‘olau Village	45-1027 Kamau Pl Kaneohe, HI 96744
49	1050	Kupuna Home O‘ Waialua	67-088 Goodale Ave Waialua, HI 96791
49	1015	Wahiawa Terrace	337 Palm St Wahiawa, HI 96786

New Activities: Project-Based Vouchers

Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan (24 CFR §903.7(b)).

The HPHA is exploring the possibility of using Project-Based Vouchers at the nine public housing projects being redeveloped as part of the Ka Lei Momi Redevelopment Project. More information on the status of each project is provided in the **New Activities: Mixed Finance** section above.

The HPHA requested three PBV-related waivers in its Amended MTW Supplement for FY 25. Under MTW Waiver 9.a., the HPHA may increase the number of authorized units that can be project-based up to 50% of the agency’s total authorized HCV units or annual budget authority. Under MTW Waiver 9.b., the HPHA may increase the amount of non-excepted dwelling units at a single covered project up to 100%. Under MTW Waiver 9.g., the initial and redetermined contract rents for a PBV project could be set up to the lower of (a) 110% of the applicable SAFMR minus any utility allowance, or (b) the reasonable rent.

New Activities: Units with Approved Vacancies for Modernization

The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

All HUD-approved vacant dwelling units listed on IMS/PIC as of **December 1, 2025**, are currently undergoing modernization (i.e., the modernization contract has been awarded or force account work has started); or vacant so that modernization work can be performed and the time period for placing the unit under construction has not yet expired.

New Activities: Other Capital Grant Programs

Includes Capital Fund Community Facilities Grants or Emergency Safety and Security Grants.

N/A.

B.3 **Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.

Goal 1: Increase the Availability and Accessibility of Housing Assistance

Description The HPHA will look to provide more low-income families with the housing assistance they need through the programs and services it already operates. Despite the ever-present concern of federal funding shortfalls, the HPHA must ensure it operates efficiently and cost-effectively in order to accomplish this goal. Increasing the accessibility of affordable housing assistance includes the removal of barriers to access and ensuring equitable outcomes for vulnerable groups.

Objective 1.a. Maximize the amount of assistance the agency can provide with the resources currently available to it.

Objective 1.b. Overcome barriers to fair housing within HPHA programs and services.

Transitioning EHV Families to the HCV Program

On September 29, 2025, the HPHA requested a waiting list waiver from HUD to place all Emergency Housing Voucher (EHV) families on its HCV waiting list pursuant to HUD Notice PIH 2025-19. A potential delay caused by having to require individual applications could cause EHV families to be at risk of losing assistance due to the exhaustion of federal funding. Also, due to the large number of families in the EHV program, the HPHA would have difficulty with conducting the necessary outreach and follow up with each family to ensure they are properly informed of the opportunity to apply. Without the waiver, some EHV families may miss the opportunity to transition to the HCV program, particularly those with disabilities, limited English proficiency, and lack of digital literacy and access. On November 21, 2025, the HUD Office of Public and Indian Housing approved the HPHA's request. The HPHA will look to transition all EHV families to the HCV waiting list by the end of CY 2025.

Goal 2: Improve the Quality of Existing Housing Programs

Description The HPHA will improve the quality of each program and service it administers. Streamlining procedures and fixing inefficiencies benefit staff and program participants alike. Performing regular reviews of existing procedures, addressing bottlenecks, measuring results, and gathering constructive feedback from the people we serve all helps to ensure the HPHA is adhering to its mission and that its efforts are having the desired impact.

Objective 2.a. Meet or exceed HUD's standards for overall program performance.

Objective 2.b. Improve living environments and quality of life for public housing participants.

University of Hawaii Broadband Project

The HPHA will participate in a University of Hawaii (UH) pilot project to provide free broadband infrastructure and service at all low-income public housing properties. This project is part of UH's Capital Projects Fund request to the United States Treasury to improve digital equity and literacy within the State of Hawaii. In September 2024, UH published a Request for Proposals and received two responses.

As of May 2025, the Research Corporation of the University of Hawaii and Hawaiian Telcom, Inc. are planning to enter into a Service Agreement to upgrade residential broadband connections at all HPHA-managed public housing properties. The upgrade will provide residents with access to 100Mbps symmetrical internet service. Hawaiian Telcom, Inc. has also agreed to provide 1 Gbps fiber-based internet service to all public housing community rooms for a 10-year period for no monthly or non-recurring fees.

The HPHA brought a Right-of-Entry Agreement to the Board of Directors on May 29, 2025, to grant Hawaiian Telcom, Inc. a limited, nonexclusive right to enter all HPHA-managed public housing properties to carry out its obligations under the Service Agreement.

Water Conservation Pilot Project

On June 18, 2024, the HPHA met with the City and County of Honolulu Board of Water Supply (BWS) to continue work on a Water Conservation Pilot Project at Kamehameha Homes. BWS will be assessing the efficiency of fixtures and equipment at the project and identifying potential upgrades within units and common areas. The pilot project ran from July to August 2024. BWS and the HPHA fixed or replaced 82 showerheads, 124 handheld showerheads, 190 kitchen aerators, 5 toilet flappers, and 211 garden hose nozzles. The project is expected to save a potential 900,000 gallons of water each year. The HPHA is currently looking to perform similar replacements/fixes with BWS at other public housing properties.

Objective 2.c. Improve general administrative proficiency and reduce administrative burden.

Objective 2.d. Increase customer satisfaction for program participants and landlords.

Goal 3: Promote Greater Economic Self-Sufficiency for Program Participants

Description The HPHA aims to provide its program participants with the tools and resources they need to achieve their personal financial goals. Through an offering of support services, employment training and placement, and financial literacy education, the HPHA hopes to help low-income families and individuals break the cycle of poverty.

Objective 3.a. Increase access to employment opportunities for program participants.

Objective 3.b. Explore partnerships with other state/local agencies and community-based organizations to provide additional services and/or housing assistance.

Goal 4: Develop and Increase Affordable Housing Opportunities

Description The State of Hawaii continues to face a severe affordable housing crisis. With thousands of people struggling to remain housed, the HPHA can help to addresses this problem by expanding its housing portfolio and the amount of assistance it can provide. The HPHA will

	accomplish this goal by constructing new affordable units, rehabilitating obsolete properties, and applying for other funding sources. **Objective 4.a.** Increase the number of affordable housing units statewide by pursuing opportunities for public-private partnerships and mixed-finance redevelopment, where feasible. **Objective 4.b.** Explore opportunities to utilize the Rental Assistance Demonstration (RAD) Program, where feasible. **Objective 4.c.** Explore opportunities to project-base HCV assistance at the HPHA's State-aided public housing projects. **Objective 4.d.** Apply for additional tenant-based rental assistance and competitive grant funding as opportunities arise and if the administrative capacity exists.
B.4	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. The HPHA's CFP 5-Year Action Plan for FY 2023 to FY 2027 was approved in EPIC on June 6, 2023. Please see **Attachment H: CFP 5-Year Action Plan for FYs 2023 to 2027**.
B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y N ☒ ☐ (b) If yes, please describe. Two public housing properties in Lahaina, Maui – David Malo Circle and Piilani Homes – were destroyed during the wildfire in August 2023. While the depreciable assets associated with these projects were properly recorded as disposals in fiscal year 2024, two construction in progress (CIP) assets were not identified and written off until fiscal year 2025, when the CIP closing forms were submitted to the Fiscal Management Office. This timing difference in reporting resulted in the net position as of June 30, 2024, being temporarily overstated by $7,809,321. The auditor identified this as a material weakness based on the criterion that "accounting records for capital assets, including construction in progress (CIP), should reflect timely adjustments for any disposal or impairment activity in the proper reporting period." The reporting timing difference arose from a documentation delay between the Construction Management Branch (CMB) and the Fiscal Management Office (FMO) during the extraordinary circumstances following the Maui wildfires. The HPHA has since strengthened coordination and documentation protocols between CMB, FMO, and all other branches to ensure that all CIP activity, including impairments or disposals, are promptly communicated and recorded in the appropriate reporting period.

C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

	Please see **Attachment I: RAB Comments**.
C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan,* must be submitted by the PHA as an electronic attachment to the PHA Plan. Please see **Attachment J: Form HUD-50077-SL**.
C.3	**Civil Rights Certification / Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan. Please see **Attachment K: Form HUD-50077-ST-HCV-HP**.
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☐ (b) If yes, include Challenged Elements. Please see **Attachment L: Public Testimony**.
C.5	**Troubled PHA.** (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:

Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section.

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no." (24 CFR §903.7)

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income, and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families, (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions**. PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b)) Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA's procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)). A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

☐ **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs**. A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Community Service and Self Sufficiency Programs**. Describe how the PHA will comply with the requirements of (24 CFR §903.7(l)). Provide a description of: 1) Any programs relating to services and amenities provided or offered to assisted families; and 2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. (24 CFR §903.7(l))

☐ **Safety and Crime Prevention (VAWA).** Describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims

of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 **New Activities.** If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **HOPE VI or Choice Neighborhoods.** 1**)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6. (Notice PIH 2011-47)

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☐ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted, or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, 5) the number of units affected and; 6) expiration date of the designation of any HUD approved plan. **Note**: The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm. (24 CFR §903.7(j))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.

☐ **Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days' notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.503) (24 CFR 903.7(b))

☐ **Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of

their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A "police officer" means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.505) (24 CFR 903.7(b))

☐ **Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD's website at: Notice PIH 2009-21 and Notice PIH-2017-03. (24 CFR §903.7(e))

☐ **Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan (24 CFR §903.7(b)).

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

B.3 **Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 **Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section (24 CFR §903.7 (g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 **Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 **Resident Advisory Board (RAB) comments**. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 **Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 **Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154 or 24 CFR 5.160(a)(3) as applicable; (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 **Challenged Elements**. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

C.5 **Troubled PHA.** If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. Include dates in the description and most recent revisions of these documents as attachments. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." (24 CFR §903.9)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 7.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Approved by the Executive Director
January 28, 2026

FOR ACTION

MOTION: To: **(1)** Approve the Hawaii Public Housing Authority's Moving to Work Supplement for Fiscal Year 2027; and **(2)** Authorize the Executive Director to (a) Hold a Public Hearing; (b) Undertake All Actions Necessary to Accept, Adopt, or Respond to Comments from the Public and the Resident Advisory Board; and (c) Submit the Proposed Moving to Work Supplement to the U.S. Department of Housing and Urban Development if No Substantive Changes are Required

I. FACTS

A. All public housing agencies (PHA) administering federal public housing and/or Section 8 Housing Choice Vouchers (HCV) are required to submit an Annual PHA Plan to the U.S. Department of Housing and Urban Development (HUD). This requirement was established by the Quality Housing and Work Responsibility Act of 1998 and later amended by the Housing and Economic Recovery Act of 2008.

B. Pursuant to the Moving to Work (MTW) Operations Notice (Notice PIH 2021-03), all PHAs participating in the MTW Demonstration Program Expansion must submit an MTW Supplement to HUD as an addendum to their Annual PHA Plans. The MTW Supplement provides the public with information on all planned or already implemented MTW polices and activities. HUD also uses the MTW Supplement to monitor and evaluate the effectiveness of these policies and activities.

C. A public hearing on the MTW Supplement is required under Section 7.a.ii. of the MTW Operations Notice. Public notice of the hearing must be published in newspapers of general circulation at least 45 days prior to the public hearing.

D. The HPHA must submit its MTW Supplement for FY 2027 in the HUD-specified format no later than 75 days prior to the start of the new fiscal year (i.e., April 16, 2026). The MTW Supplement is reviewed by the HUD Honolulu Field Office and approved separately from the corresponding Annual PHA Plan.

II. DISCUSSION

A. The HPHA is proposing the following amendments in the draft MTW Supplement for FY 2027:

1. Amend MTW activity waiver 9.g. regarding the determination of contract rent to a Project Based Voucher (PBV) property owner. Currently the HPHA may set the contract rent of a PBV-assisted unit up to the lower of reasonable rent or 120% of the HUD-published Small Area Fair Market Rent (SAFMR) minus any utility allowances. Under the amended policy, the HPHA may set the contract rent up to the lower of reasonable rent or 150% of SAFMR minus any utility allowances in jurisdictions where SAFMRs is published. In jurisdictions where SAFMRs are not published, the HPHA may use 120% of FMR minus any utility allowances.

2. Provide updates on all MTW Activities and Waivers that were approved in previous MTW Supplements.

B. The HPHA began discussions with the Resident Advisory Board (RAB) on the proposed changes to the MTW Supplement for FY 2027 in August 2025. The RAB will continue to provide the HPHA with its comments and recommendations. The HPHA will respond to all comments and recommendations received prior to the final submission to HUD.

C. To meet the submittal deadline for the MTW Supplement, the HPHA will adhere to the following schedule:

Action	Timeframe
RAB Meeting, First Draft Overview	January 13, 2026
Board "For Action"	January 28, 2026
Publish Hearing Notice	January 29, 2026
RAB Meeting, Preliminary Comments	February 10, 2026
RAB Meeting, Final Comments	March 10, 2026
Public Hearing	March 16, 2026
Final Board Approval	March 19, 2026
Submit Final Draft to HUD	March 27, 2026
Submission Deadline	April 16, 2026

D. Information regarding the draft MTW Supplement and the public hearing will be sent to all RAB members, Resident Associations, and Asset Management Project property offices. Notifications will also be included with the monthly rent billing statement mailed to all public housing households for February and March 2026.

E. Upon Board approval, notice of the public hearing will be published in the Honolulu Star-Advertiser, The Garden Island, West Hawaii Today, the Hawaii Tribune-Herald, and Maui News.

F. Attachments to the MTW Supplement for FY 2027 are provided as part of the Board packet. For ease of reference, all proposed amendments are highlighted.

G. Copies of the MTW Supplement for FY 2027 can be reviewed by the public on the HPHA's website at https://hpha.hawaii.gov/mtw, or in person at any of the office addresses listed below:

Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817

HPHA Section 8 Office
1002 North School Street, Bldg. A
Honolulu, Hawaii 96817

Puuwai Momi (AMP 30)
99-132 Kohomua Street
Aiea, Hawaii 96701

Kalihi Valley Homes (AMP 31)
2250 Kalena Drive
Honolulu, Hawaii 96819

Mayor Wright Homes (AMP 32,33)
521 N. Kukui Street
Honolulu, Hawaii 96817

Kalakaua Homes (AMP 34)
1545 Kalakaua Ave.
Honolulu, Hawaii 96826

Kalanihuia (AMP 35)
1220 Aala Street
Honolulu, Hawaii 96817

Lanakila Homes (AMP 37)
600 Wailoa Street
Hilo, Hawaii 96720

Kapaa (AMP 38)
4726 Malu Road
Kapaa, Hawaii 96746

Kahekili Terrace (AMP 39)
2015 Holowai Place
Wailuku, Hawaii 96793

Kuhio Homes (AMP 40)
1410 Ahonui Street
Honolulu, Hawaii 96819

Ka Hale Kahaluu (AMP 43)
78-6725 Makolea Street
Kailua-Kona, Hawaii 96740

Waimaha-Sunflower (AMP 44)
85-186 McArthur Street
Waianae, Hawaii 96792

Koolau Village (AMP 45)
45-1027 Kamau Place
Kaneohe, Hawaii 96744

Noelani II (AMP 46)
65-1191 Opelo Road
Kamuela, Hawaii 96743

Kauhale Nani (AMP 49)
310 North Cane Street
Wahiawa, Hawaii 96786

Palolo Valley Homes (AMP 50)
2129 Ahe Street
Honolulu, Hawaii 96816

III. RECOMMENDATION

That the Board of Directors: **(1)** Approve the Hawaii Public Housing Authority's Moving to Work Supplement for Fiscal Year 2027; and **(2)** Authorize the Executive Director to (a) Hold a Public Hearing; (b) Undertake All Actions Necessary to Accept, Adopt, or Respond to Comments from the Public and the Resident Advisory Board; and (c) Submit the Proposed Moving to Work Supplement to the U.S. Department of Housing and Urban Development if No Substantive Changes are Required

Attachment A: Draft MTW Supplement for FY 2027

Prepared by: Benjamin Park, Chief Planner BP

Approved by the Board of Directors
on the date set forth above
[ ] As Presented [ ] As Amended

_____
Robert J. Hall
Chairperson

MTW Supplement to the Annual PHA Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024

Purpose. The Moving to Work (MTW) Supplement to the Annual PHA Plan informs HUD, families served by the PHA, and members of the public, about the MTW Waivers and associated activities that the MTW agency seeks to implement in the coming Fiscal Year and updates the status of MTW activities that have been previously approved. It also provides information about Safe Harbor Waivers, Agency-Specific Waivers, compliance with MTW statutory requirements, and evaluations. The MTW Supplement does not replace the PHA Plan. MTW agencies must continue to submit the applicable PHA Plan. MTW agencies that are not required to submit annual PHA Plans under the Housing and Economic Recovery Act of 2008 (HERA) must submit the MTW Supplement annually, in addition to holding public hearings, obtaining board approval, and consulting with Resident Advisory Boards (RABs) and tenant associations, as applicable, on planned MTW activities.

Applicability. Form HUD-50075-MTW is to be completed annually by all MTW agencies brought onto the MTW Demonstration Program pursuant to Section 239 of the Fiscal Year 2016 Appropriations Act, P.L. 114-113 (2016 MTW Expansion Statute) or legacy MTW agencies[1] that chose to follow the requirements of the MTW Operations Notice.

Definitions. All terms used in this MTW Supplement are consistent with the definitions stated in the MTW Operations Notice, including:

(1) **Local, Non-Traditional Activities** (LNT) – Those MTW activities that use MTW funding flexibility outside of the Housing Choice Voucher (HCV) and public housing programs established in Sections 8 and 9 of the U.S. Housing Act of 1937.
(2) **Safe Harbors** – The additional parameters or requirements, beyond those specified in the MTW activity description itself found in the MTW Operations Notice, following each activity description, that the MTW agency must follow in implementing MTW activities.
(3) **Substantially the Same Requirement** – A statutory MTW requirement that MTW agencies must continue to assist substantially the same total number of eligible low-income families as would have been served absent the MTW demonstration.

A. PHA Information.

PHA Name: Hawaii Public Housing Authority
PHA Code: HI001 / HI901
MTW Supplement for PHA Fiscal Year Beginning: (MM/DD/YYYY): 07/01/2026
PHA Program Type: ☐ Public Housing (PH) only ☐ Housing Choice Voucher (HCV) only ☒ Combined
MTW Cohort Number: 3
MTW Supplement Submission Type: ☒ Annual Submission ☐ Amended Annual Submission

B. Narrative.

MTW Supplement Narrative.

The narrative provides the MTW agency with an opportunity to explain to the public, including the families that it serves, its MTW plans for the fiscal year and its short and long-term goals.

The MTW agency should provide a description of how it seeks to further the three MTW statutory objectives during the coming Fiscal Year. Those three MTW statutory objectives are: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; (2) to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and (3) to increase housing choices for low-income families.

The Hawaii Public Housing Authority's (HPHA) long-term goal is to use its Moving to Work (MTW) designation to become a more proactive, innovative agency that can identify, develop, and implement housing policies that achieve the statutory objectives of the MTW Demonstration Program.

[1] Legacy MTW Agencies are agencies that were designated as MTW as of December 15, 2015.

The HPHA was designated an MTW expansion agency as part of the landlord incentive cohort in January 2022. The HPHA's Landlord Incentive Program (LIP) was established later that year following the enactment of Act 287, Session Laws of Hawaii 2022. The Act provided State funding for vacancy loss payments, signing bonus payments, and tenant-caused damage reimbursements. The goal of the LIP is to incentivize greater landlord participation in the HPHA's voucher programs, thereby increasing housing choice for low-income families. In our MTW Supplement for FY 2023, the HPHA requested and received HUD's approval to continue the provision of vacancy loss and signing bonus payments using MTW funds.

The HPHA amended its MTW Supplement for FY 24 to request MTW Waiver 3.b. to perform biennial reexaminations of families participating in our Housing Choice Voucher (HCV) Program. The goal of this activity is to improve family self-sufficiency by incentivizing working members to increase their income during a new two-year reexamination cycle. The activity is also meant to reduce administrative burden on staff and residents as well as generate cost savings for the agency. The Amended MTW Supplement for FY 2024 was approved by HUD on March 29, 2024. In accordance with subsequent guidance provided by the HUD Honolulu Field Office, the HPHA will only apply this activity to regularly scheduled reexaminations with an effective date on or after May 1, 2024. The HPHA has amended its Administrative Plan and Chapter 17-2031, Hawaii Administrative Rules (HAR), to be able to carry out this activity. The HPHA is currently updating the software used for reexaminations in preparation for implementation of the activity. The anticipated start date of the activity is Q3 of 2024. Before implementation, the HPHA will notify all participating families of the change to their reexamination cycles.

The MTW Supplement for FY 25 was approved by HUD on July 8, 2024. The HPHA requested MTW Waiver 4.b. to provide tenant-caused damage reimbursements using MTW funding flexibilities. The LIP Administrative Rules have already been adopted. The HPHA also requested MTW Waiver 3.a. to perform biennial reexaminations in the Low-Income Public Housing (LIPH) Program. The HPHA hopes to achieve greater cost efficiency within the LIPH Program by reducing the administrative burden associated with processing annual reexaminations. The second goal for this activity is to incentive working families to raise their incomes, thereby increasing self-sufficiency. The HPHA will adopt amendments to its Admissions and Occupancy Policy (ACOP) and Chapter 17-2028, HAR, in order to implement biennial reexaminations in conjunction with amendments to implement HOTMA Sections 102 and 104. Finally, the HPHA requested MTW Waiver 2.a. to set payment standards between 90% and 120% of the applicable Small Area Fair Market Rents. The first goal of this activity is to increase rental assistance provided in neighborhoods where a significant percentage of assisted families are rent burdened. The second goal of this activity is to promote the deconcentration of poverty by increasing housing choice for low-income families in high-opportunity neighborhoods.

The HPHA amended its Supplement for FY 25 to request three additional waivers related to the Project-Based Voucher (PBV) Program. Under MTW Waiver 9.a., the HPHA may increase the number of authorized units that can be project-based up to 50% of the agency's total authorized HCV units or annual budget authority. Under MTW Waiver 9.b., the HPHA may increase the amount of non-excepted dwelling units at a single covered project up to 100%. Under MTW Waiver 9.g., the initial and redetermined contract rents for a PBV project could be set up to the lower of (a) 110% of the applicable SAFMR minus any utility allowance, or (b) the reasonable rent. The HPHA will utilize each waiver to achieve the MTW statutory objective of increasing housing choice for low-income families. The HPHA has found that many families struggle to use tenant-based vouchers due to the extreme scarcity of rental housing as well as property owners' reluctance to participate. By committing more vouchers to affordable properties, the HPHA can ensure that assisted units will be available exclusively to voucher families. The ability to expand the PBV Program will also support the agency's ongoing and future development efforts by enabling the provision of hundreds of new affordable units within our community.

As part of the MTW Supplement for FY 26, the HPHA requested approval of MTW Waiver 17.c. in order to use MTW funding to acquire, renovate, and/or develop affordable units for low-income families that are not public housing units. More specifically, the HPHA may utilize MTW funding for predevelopment costs and/or gap financing for LNT affordable units (as described in Notice PIH 2011-45). This waiver will enable the HPHA to further increase housing choice for low-income families through its ongoing redevelopment and repositioning efforts.

The HPHA amended its MTW Supplement for FY 26 to request six additional waivers as part of three new activity initiatives for federal public housing and the Section 8 voucher programs: MTW Waivers 1.e. and 1.f. to implement a $100 maximum rent for non-disabled, non-elderly families; MTW Waivers 1.m. and 1.n. to eliminate utility reimbursements when the utility allowance exceeds a family's total tenant payment calculation; and MTW Waivers 12.a. and 12.b. to implement a 15-hour weekly work requirement for all non-elderly, non-disable individuals receiving housing assistance. These waivers will be utilized to achieve two of the MTW statutory objectives: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; and (2) to incentivize low-income families to obtain employment and become economically self-

sufficient. The HPHA believes these waivers, in combination, will help to counteract the negative work incentives inherent to each program. Additionally, all cost-savings and increase in revenues will help to sustain the financial health of the agency and allow the HPHA to serve more low-income families in need of subsidized housing. The HPHA also understands the potential negative impacts these policies could have on certain tenants who are least equipped to compete in the labor force. The HPHA will work to mitigate these effects through its Hardship Policies and by developing thorough criteria by which determinations can be made as to whether a tenant is truly work-able.

The MTW Supplement for FY 27 includes a proposed amendment to HPHA Activity 25-11 (MTW Waiver 9.g.). Currently, the HPHA may set the contract rent of a PBV-assisted unit up to the lowest of (a) 120% of SAFMR minus any utility allowances (UA), the owner requested rent, or the reasonable rent. Under the amended policy, the HPHA may set the contract rent up to the lowest of (a) 150% of SAFMR minus any UA in jurisdictions where SAFMRs are published, or 120% of FMR minus any UA; the owner requested rent; or the reasonable rent. This amendment will allow the HPHA greater flexibility with setting and adjusting rents that attract interested property owners while also maintaining affordability for low-income families. It will also improve housing standards by allowing owners greater cash flow to improve and maintain the physical condition of their properties.

Activities Currently Implemented

- **HPHA Activity 23-01**: Front-End Vacancy Loss Payments (Cohort Waiver[2] 4.2.);
- **HPHA Activity 23-03**: Vacancy Loss Payments (MTW Waiver 4.a.);
- **HPHA Activity 23-04**: Signing Bonus Payments (MTW Waiver 4.c.);
- **HPHA Activity 24-05**: Biennial Reexaminations for HCV (MTW Waiver 3.b.);
- **HPHA Activity 25-06**: Damage Reimbursement Payments (MTW Waiver 4.b.); and
- **HPHA Activity 25-08**: Increased Payment Standards (MTW Waiver 2.a.).

Activities Pending Implementation

- **HPHA Activity 23-02**: Waiver of Mandatory Initial Inspection (Cohort Waiver[2] 4.1.);
- **HPHA Activity 25-07**: Biennial Reexaminations for Public Housing (MTW Waiver 3.a.);
- **HPHA Activity 25-09**: Increase PBV Program Cap (MTW Waiver 9.a.);
- **HPHA Activity 25-10**: Increase PBV Project Cap (MTW Waiver 9.b.); and
- **HPHA Activity 25-11**: PBV Rent to Owner (MTW Waiver 9.g.).
- **HPHA Activity 26-12**: Housing Development Programs (MTW Waiver 17.c.);
- **HPHA Activity 26-13**: LIPH Minimum Rent (MTW Waiver 1.e.);
- **HPHA Activity 26-14**: HCV Minimum Rent (MTW Waiver 1.f.);
- **HPHA Activity 26-15**: LIPH Utility Reimbursements (MTW Waiver 1.m.);
- **HPHA Activity 26-16**: HCV Utility Reimbursements (MTW Waivers 1.n.);
- **HPHA Activity 26-17**: LIPH Work Requirement (MTW Waiver 12.a.); and
- **HPHA Activity 26-18**: HCV Work Requirement (MTW Waiver 12.b.).

C.	MTW Waivers and Associated Activities.

Currently Implemented:

HPHA Activity 23-03:	Vacancy Loss Payments (MTW Waiver 4.a.)
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA provides an incentive payment to a landlord for a dwelling unit vacancy if the landlord rents to another voucher holder. This activity was approved as part of the HPHA's MTW Supplement for FY 23.

[2] Cohort-specific waivers are not reported on in the MTW module of HUD's Housing Information Portal.

	Vacancy loss payments are equal to one month's rent for each given dwelling unit. Payment is only made after the landlord enters into a new HAP contract with the HPHA. A landlord may not receive an incentive payment if the preceding vacancy was caused by (1) a failure to comply with federal or State nondiscrimination laws, (2) a violation of the landlord-tenant code set forth in Chapter 521, Hawaii Revised Statutes, or (3) any breach of the terms and conditions of the previous HAP contract. The goal of this activity is to increase landlord participation in the HCV Program, thereby increasing housing choice for low-income families and decreasing the average dwelling unit search time for voucher holders.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☐ The MTW activity applies to all assisted households ☒ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types ☐ Other – another specifically defined target population or populations
Location. Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☐ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No

	☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	The HPHA paused this incentive payment because of a staffing and funding shortage. The HPHA will begin offering it again once the agency has the necessary capacity.
Custom Questions:	
Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in a low-poverty neighborhood, or units/landlords new to the HCV program?	☒ To all units ☐ Certain types of units only
What is the maximum payment that can be made to a landlord under this policy?	A landlord may not receive an amount in excess of one month's rent for a dwelling unit. There is no limit on how many times a landlord may qualify for vacancy loss payments so long as the dwelling unit is rented to another voucher holder immediately following the vacancy of another participating family.
How many payments were issued under this policy in the most recently completed PHA fiscal year?	0
What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?	$0

HPHA Activity 23-04: Signing Bonus Payments (MTW Waiver 4.c.)	
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA provides a signing bonus payment to a landlord who rents a dwelling unit to a voucher holder for the first time. This activity was approved as part of the HPHA's MTW Supplement for FY 23. Signing bonus payments are equal to one month's rent for each given dwelling unit. Payment is only made after the landlord enters into a new HAP contract with the HPHA. The dwelling unit must be located in a "high opportunity area" or in "areas located where vouchers are difficult to use" to qualify. Both terms as currently defined in the program's Administrative Rules include the HPHA's entire HCV jurisdiction. Landlords may only receive one signing bonus per dwelling unit. If there is a change in the ownership of an assisted dwelling unit, the new owner may qualify for a signing bonus. The goal of this activity is to increase landlord participation in the HCV Program, thereby increasing housing choice for low-income families and decreasing the average dwelling unit search time for voucher holders.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency

	☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☐ The MTW activity applies to all assisted households ☒ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☒ New admissions (i.e., applicants) only ☐ Currently assisted households only ☐ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types ☐ Other – another specifically defined target population or populations
Location. Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☐ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	The HPHA paused this incentive payment because of a staffing and funding shortage. The HPHA will begin offering it again once the agency has the necessary capacity.
Custom Questions:	
Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in a low-poverty neighborhood, or units/landlords new to the HCV program?	☐ To all units ☒ Certain types of units only What type of units does this policy apply to? ☐ Accessible units ☒ Units in particular types of areas or neighborhoods. Please describe these areas briefly:

	Signing bonus payments are available to new landlords with dwelling units in “high opportunity areas” or in “areas located where vouchers are difficult to use” (§S8-10, HAR). Currently, both terms are defined as “the island of Oahu.” ☐ Units/landlords new to the HCV program ☐ Other. Please describe briefly:
What is the maximum payment that can be made to a landlord under this policy?	Up to one month’s rent. A landlord may qualify for this payment only once for each newly enrolled dwelling unit.
How many payments were issued under this policy in the most recently completed PHA fiscal year?	0
What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?	$0

HPHA Activity 24-05:	**Biennial Reexaminations for HCV (MTW Waiver 3.b.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will conduct regularly scheduled income and eligibility reexaminations for HCV families on a biennial basis (i.e., every two years). This activity was approved as part of the HPHA’s Amended MTW Supplement for FY 2024. In accordance with the Administrative Plan, the HPHA will mitigate fraud and abuse by generating and reviewing Income Discrepancy Reports in EIV on a regular basis, discuss program compliance and integrity issues during briefing sessions with tenants, and place key warnings about the penalties of fraud on HPHA forms and form letters. The HPHA will also regularly remind tenants that corrective action will be taken if income is hidden or concealed during the income determination process. The first goal of this activity is to promote program cost-effectiveness by alleviating the administrative burden associated with an annual reexamination cycle. The second goal is to incentivize families to increase their income between biennial reexaminations, thereby increasing self-sufficiency.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	(Check at least one) ☒ Cost effectiveness ☒ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures

Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☒ Currently assisted households only ☐ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☐ No ☒ Already provided
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	☐ Yes ☒ No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	☐ Yes ☒ No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	0
Does the MTW activity require an impact analysis?	☐ Yes ☐ No ☒ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	The HPHA's Board of Directors approved amendments to the Administrative Plan to allow for biennial reexaminations in April 2024. Similar provisions were included in Chapter 17-2031, Hawaii Administrative Rules (HAR), which governs the HPHA's voucher programs. These changes were made effective in June 2024 following approval by the Governor and their filing with the Lieutenant Governor's Office. The HPHA began processing biennial reexaminations in early CY 2025. No changes have been made since the activity's implementation.
Custom Questions:	
What is the recertification schedule?	☒ Once every two years ☐ Once every three years

	☐ Other. Please describe:
How many interim recertifications per year may a household request?	☐ 0 ☐ 1 ☒ 2 or more
Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.	The HPHA will not change its current interim reexamination policy or limit the number of interim adjustments a family may request. All families will still be required to report any change of income or household composition that occurs between biennial reexaminations. The HPHA will perform an interim reexamination for any reported decrease in income. For changes which increase income that are reported timely (i.e., within 10 days of the change becoming effective), the HPHA will not process an interim reexamination. For changes which increase annual income that are NOT reported timely, the HPHA will process an interim reexamination and increase rent retroactive to the first day of the month after the change occurred. Changes to household composition will also require a reexamination.

HPHA Activity 25-06: Damage Reimbursement Payments (MTW Waiver 4.b.)	
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA provides reimbursement payments to landlords for tenant-caused damages in an amount not to exceed the lesser of the cost of repairs or two months of contract rent. This activity was approved as part of the HPHA's MTW Supplement for FY 25. A reimbursement will only be provided for expenses that exceed an assisted family's security deposit. Additionally, the reimbursement will only be made after a new HAP contract is executed for the dwelling unit. Landlords are required to submit receipts, invoices, and other documentation that shows the nature, extent, and cost of repairs. The HPHA reserves the right to require an initial inspection of damages and a follow-up inspection after repairs are complete. This activity is meant to assuage landlord concerns about renting to Section 8 voucher holders. This activity will help the HPHA be able to recruit and retain more landlords, thereby increasing housing choice for low-income families.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue

	☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☒ Currently assisted households only ☐ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☐ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	The HPHA paused this incentive payment because of a staffing and funding shortage. The HPHA will begin offering it again once the agency has the necessary capacity.
Custom Questions:	
Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in a low-poverty neighborhood, or units/landlords new to the HCV program?	☒ To all units ☐ Certain types of units only
What is the maximum payment that can be made to a landlord under this policy?	The lesser of the cost of repairs or two months of contract rent, but no more than $3,000 total.
How many payments were issued under this policy in the most recently completed PHA fiscal year?	0
What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?	$0

HPHA Activity 25-08:	**Increased Payment Standards (MTW Waiver 2.a.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA may set the payment standard for a zip code between 90% to 120% of the Small Area Fair Market Rent (SAFMR). This activity was approved as part of the HPHA's MTW Supplement for FY 25. Exception payment standards will be used to deconcentrate poverty by increasing housing choice in high-opportunity neighborhoods as well as provide a deeper level of subsidy in areas of the agency's jurisdiction with high rates of rent-burdened families. Having the ability to provide greater amounts of rental subsidy for dwelling units with more bedrooms can reduce search times and increase the voucher success rate for larger-sized families. A payment standard will not be raised above the normal upper bound of 110% of SAFMR if doing so would significantly impact the financial sustainability of the HPHA's voucher programs. Any dwelling unit rented by a voucher holder in a zip code with an exception standard must still meet rent reasonableness requirements.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☐ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No

Does this MTW activity require a hardship policy?	☐ Yes ☐ No ☒ Already provided
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	☐ Yes ☒ No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	☐ Yes ☒ No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	0
Does the MTW activity require an impact analysis?	☐ Yes ☐ No ☒ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. The HPHA did not exercise this flexibility when creating the Payment Standards for CY 2026.
Custom Questions:	
Please explain the payment standards by ZIP or "grouped" ZIP codes.	After publication of the updated SAFMRs each year, zip codes are arranged in ascending order by median rent value from most to least expensive. The allowable range is then calculated for each bedroom size in each zip code. Under this activity, the lower bound will always be set at 90% of SAFMR. The upper bound will be set at 110% of SAFMR; the HPHA will only use an upper bound of 120% of SAFMR if there are a significant number of assisted families residing in the zip code who are rent burdened. Zip codes are generally separated into 10 to 15 payment standard tiers. Each payment standard tier is comprised of zip codes with similar average rent values. Groupings may be further refined by merging one tier with few zip codes and a neighboring tier with a similar average rent range. Alternatively, a tier with ranges that widely vary may be split based on the median rent value within the group. Additional factors are taken into consideration, such as local submarket conditions, trends, and projections, as well as current voucher utilization within each zip code. Once tiers are set, a proposed payment standard is used to calculate the percentage of SAFMR for each bedroom size in each zip code. The proposed payment standard is then adjusted upward or downward to ensure it fits within the allowable range for each zip code in the tier.

Pending Implementation:

HPHA Activity 25-07:	**Biennial Reexaminations for Public Housing (MTW Waiver 3.a.)**
Core Questions:	

Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will conduct regularly scheduled income and eligibility reexaminations for public housing families on a biennial basis (i.e., every two year), except for families who are determined to be over-income, pursuant to 24 CFR §960.507 and Section 103 of HOTMA. This activity was approved as part of the HPHA's MTW Supplement for FY 25. Before implementing this activity, the HPHA must amend its Admissions and Continued Occupancy Policy (ACOP) and Chapter 17-2028, Hawaii Administrative Rules (HAR). The HPHA must also work with Emphasys (software vendor) to update the software used to process reexaminations. Updates to the HAR generally take four months to complete. In the coming months, the HPHA will also need to update Chapter 17-2028, HAR, to implement new policies set forth in HOTMA Sections 102 and 104. The HPHA will mitigate fraud and abuse by generating and reviewing Income Discrepancy Reports in EIV on a regular basis, discuss program compliance and integrity issues during briefing sessions with residents, and place key warnings about the penalties of fraud on HPHA forms and form letters. The HPHA will also regularly remind tenants that corrective action will be taken if income is hidden or concealed during the income determination process. The first goal of this activity is to promote program cost-effectiveness by alleviating the administrative burden associated with an annual reexamination cycle. The second goal is to incentivize families to increase their income between biennial reexaminations, thereby increasing self-sufficiency.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☒ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☒ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☒ Currently assisted households only ☐ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types

Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For PH activities:** Does the MTW activity apply to all public housing developments?	**For PH activities:** ☒ The MTW activity applies to all developments ☐ The MTW activity applies to specific developments
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☐ No ☒ Already provided
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	☐ Yes ☒ No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	☐ Yes ☒ No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	0
Does the MTW activity require an impact analysis?	☐ Yes ☐ No ☒ Already provided
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	☐ Yes ☒ No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.
Custom Questions:	
What is the recertification schedule?	☒ Once every two years ☐ Once every three years ☐ Other. Please describe:
How many interim recertifications per year may a household request?	☐ 0 ☐ 1 ☒ 2 or more
Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.	The HPHA will not change its current interim reexamination policy or limit the number of interim adjustments a family may request. All families will still be required to report any change to income or household composition that occurs between biennial reexaminations.

	The HPHA will perform an interim reexamination for any reported decrease in income. For changes which increase income that are reported timely (i.e., within 10 days of the change becoming effective), the HPHA will not process an interim reexamination. For changes which increase annual income that are NOT reported timely, the HPHA will process an interim reexamination and increase rent retroactive to the first day of the month after the change occurred. Changes to household composition will also require a reexamination.

HPHA Activity 25-09:	**Increase PBV Program Cap (MTW Waiver 9.a.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA may project-base up to the lower of 50% of total authorized HCV units or annual budget authority. The waiver request for this activity was submitted to HUD as part of the HPHA's Amended MTW Supplement for FY 25. Due to an increasingly tight local housing market, the HPHA is considering all available options to expand the supply of affordable units. As part of ongoing efforts to redevelop multiple underutilized properties within the agency's inventory, the expansion of PBV usage can assist with the financing of new affordable housing projects as well as stabilize struggling affordable housing projects. The HPHA will also utilize this waiver to act upon promising housing development or acquisition opportunities as they arrive. There is no intent to project-base up to the full 50% at this time.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☒ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types

Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☐ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.
Custom Questions:	
What percentage of total authorized HCV units will be authorized for project-basing?	50%

HPHA Activity 25-10:	**Increase PBV Project Cap (MTW Waiver 9.b.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA may raise the PBV cap for a project up to 100%. The waiver request for this activity was submitted to HUD as part of the HPHA's Amended MTW Supplement for FY 25. By allowing for the project-basing of vouchers at assisted projects above the greater of 25% or 25 units, the HPHA can ensure that a larger portion of the state's limited affordable housing stock is preserved. The waiver will help to ensure long-term housing stability for residents and prevent more units from converting to market-rate housing. This will also incentivize developers to build or rehabilitate affordable housing as a greater percentage of guaranteed rental income can be provided.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☒ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue

	☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☐ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.

HPHA Activity 25-11:	**PBV Rent to Owner (MTW Waiver 9.g.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA is amending this activity as a part of the MTW Supplement for FY 27. Under the amended policy, the HPHA may set the contract rent for a PBV-assisted unit up to the lowest of (a) 150% of SAFMR minus any utility allowances in jurisdictions where SAFMRs are published, or 120% of FMR minus any utility allowances; (b) rent requested by an owner; or (c) the reasonable rent. The HPHA has not modified its rent reasonableness policy under waiver 2.c. or 2.d. The waiver request for this activity was originally submitted to HUD as part of the HPHA's Amended MTW Supplement for FY 25.

	To establish the reasonable rent amount, the HPHA will test the proposed rent amount for the subject unit against three comparable rentals units. Two of the comparable units must have gross rents which exceed the subject gross rent. The third comparable unit must be less than the subject gross rent. The reasonable rent amount will be determined by averaging the gross rent of three comparable units. By allowing the HPHA greater flexibility in the setting and adjusting of rents, the agency can ensure that rents paid under the PBV Program are appropriate for the specific housing market. This waiver will help the HPHA with offering competitive rents that attract property owners while still maintaining affordability for low-income families. It will also improve housing standards by allowing owners greater cash flow to improve and maintain the physical condition of their properties.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☐ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes

	☒ No ☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.

HPHA Activity 26-12:	**Housing Development Programs (MTW Waiver 17.c.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will use this LNT activity primarily to provide gap financing for affordable housing projects developed as part of its ongoing Ka Lei Momi redevelopment initiative. MTW funds may be used to cover pre-development costs and work items related to site control, appraisals, market analysis, surveys, architectural drawings, schematic permits, legal fees, construction management, and feasibility consulting. The HPHA may also use MTW funds for other affordable housing development activities including, but not limited to, the acquisition, renovation, and/or development of non-public housing units for low-income families. These added flexibilities will allow the HPHA to better leverage third-party debt in the form of tax-exempt bond financing, LIHTC equity, and other local sources. The HPHA will not use more than 10% of its Housing Assistance Payments budget on this activity. The HPHA will also ensure all assisted families meet HUD's definition of "low-income" and that all projects comply with Notice PIH 2011-45 and Section 30 of the U.S. Housing Act of 1937, as applicable. The goal of this waiver activity is to increase housing choice for low-income households by improving the financial feasibility of our agency's development efforts. In January 2023, the HPHA issued a request for qualifications (RFQ) for a master developer to play a lead role in transforming a portion of the HPHA's portfolio of public housing properties. This effort includes master planning and redevelopment of several sites across the state, including Mayor Wright Homes. Through the RFQ process, HPHA selected a master developer, Highridge Costa Development Company (HCDC), to begin evaluating and master planning the redevelopment of the following eight targeted sites: Mayor Wright Homes, Puuwai Momi, Kaahumanu Homes, Kamehemeha Homes, Hale Laulima, Nanakuli Homes, Lanakila Homes, Kahekili Terrace, and Kapaa. All nine of these targeted sites, totaling nearly 80 acres of land, have significant potential to become mixed-income, mixed-use, transit-oriented developments. The redevelopment effort is targeting delivery of a minimum of 10,000 additional housing units in addition to the one-for-one replacement of public housing units. The Ka Lei Momi redevelopment is expected to be completed in multiple phases estimated at roughly two (2) years per phase over a total period of at least 10 years; although, this timeline is contingent upon permit approvals, market forces, funding,

	and the availability of financing. The HPHA will play a secondary role in the redevelopment effort by lending assistance and support, when necessary, and will conduct normal monitoring activities as dictated by applicable regulations. In FY 26, the HPHA may commit/spend MTW funds on two Ka Lei Momi redevelopment projects: Mayor Wright Homes - Phase 1A and Kapaa. Commitment/spending of MTW funds is subject to change prior to the financial closing of each project phase. Mayor Wright Homes – Phase 1A will replace 76 public housing units with 306 new LIHTC units and 2 manager units. Schematic drawings were submitted to HUD for review in December 2024. As of April 1, 2025, the HPHA resubmitted its LIHTC, Hula Mae Multi-Family Bond, and Rental Housing Revolving Fund Tier 1 application to the Hawaii Housing Finance & Development Corporation and is awaiting funding announcements expected in August 2025. Phase 1A design drawings are at 50% and expected to be completed by the end of 2025 Q2. The Kapaa redevelopment project will replace 36 public housing units with 123 new LIHTC units and one resident manager unit. The project will be completed as a single-phase effort. As of April 1, 2025, the HPHA is also awaiting a funding award from HHFDC for Kapaa. In response to HUD comments from the first architectural review, the HPHA and HCDC have updated site and floor plans. Final schematic design is expected by June 2025 and development drawings are expected in 2025 Q3. Finally, submission of construction permits to the County of Kauai, the NEPA finding of No Significant Impact, and submission of the Section 18 application are all expected in 2025 Q4. The final unit mixes reported above and below may change prior to the financial closing of each project. The HPHA will report any changes in subsequent MTW Supplement submissions.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☐ Cost effectiveness ☐ Self-sufficiency ☒ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☒ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households

Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity will be implemented during FY 26.
Custom Questions:	

Housing Development Programs that the MTW Agency plans to commit Funds to in Fiscal Year

Name of Development	MTW Role: Acquisition, Rehab, New Construction	Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Number of Affordable Units	Total Number of Units	Number of Units by Affordability – 80% of AMI	Number of Units by Affordability – 50% of AMI	Number of Units by Affordability – 30% of AMI	Number of Units by Affordability - Other
Kapaa	New Construction	Gap Financing, Tax Credit Partnership	124	124	0	0	0	123
Mayor Wright Homes – Phase 1A	New Construction	Gap Financing, Tax Credit Partnership	306	308	0	24	65	217

Housing Development Programs that the MTW Agency plans to spend funds on in the Fiscal Year

Name of Development	MTW Role: Acquisition, Rehab, New Construction	Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Number of Affordable Units	Total Number of Units	Number of Units by Affordability – 80% of AMI	Number of Units by Affordability – 50% of AMI	Number of Units by Affordability – 30% of AMI	Number of Units by Affordability - Other

Housing Development Programs that the MTW Agency committed funds to in prior Fiscal Year

Name of Development	MTW Role: Acquisition, Rehab, New Construction	Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Number of Affordable Units	Total Number of Units	Number of Units by Affordability – 80% of AMI	Number of Units by Affordability – 50% of AMI	Number of Units by Affordability – 30% of AMI	Number of Units by Affordability - Other

Housing Development Programs that the MTW Agency spent funds on in the prior Fiscal Year

Name of Development	MTW Role: Acquisition, Rehab, New Construction	Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Number of Affordable Units	Total Number of Units	Number of Units by Affordability – 80% of AMI	Number of Units by Affordability – 50% of AMI	Number of Units by Affordability – 30% of AMI	Number of Units by Affordability - Other

HPHA Activity 26-13:	**LIPH Minimum Rent (MTW Waiver 1.e.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will implement a minimum rent of $100 for the LIPH program. Elderly and disabled families are exempt from this activity and subject to the HPHA's standard minimum rent policy. A family that cannot pay the minimum rent may seek a temporary or long-term hardship exemption. The HPHA shall grant hardship exemptions in accordance with section 17-2028-61, Hawaii Administrative Rules, and 24 C.F.R. 5.630(b). The goals of this activity are to incentivize families to maintain employment and improve the financial sustainability of the LIPH program.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness

	☐ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☒ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☐ The MTW activity applies to all assisted households ☒ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☐ The MTW activity applies to all family types ☒ The MTW activity applies only to selected family types ☒ Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For PH activities:** Does the MTW activity apply to all public housing developments?	**For PH activities:** ☒ The MTW activity applies to all developments ☐ The MTW activity applies to specific developments
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☒ Yes ☐ No ☐ Already provided See **Attachment C: Hardship Policy**.
Does the MTW activity require an impact analysis?	☒ Yes ☐ No ☐ Already provided See **Attachment D: Impact Analysis**.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.
Custom Questions:	
How much is the minimum rent or minimum Total Tenant Payment (TTP)?	$100.

HPHA Activity 26-14:	**HCV Minimum Rent (MTW Waiver 1.f.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will implement a minimum rent of $100 for Section 8 voucher programs. Elderly and disabled families are exempt from this activity and subject to the standard minimum rent policy. A family that cannot pay the minimum rent may seek a hardship exemption. The HPHA shall grant hardship exemptions in accordance with section 17-2031-53, Hawaii Administrative Rules, and 24 C.F.R. 5.630(b). The goals of this activity are to incentivize families to maintain employment and improve the financial sustainability of the HCV program.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☐ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☐ The MTW activity applies to all assisted households ☒ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☐ The MTW activity applies to all family types ☒ The MTW activity applies only to selected family types ☒ Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☒ Yes ☐ No ☐ Already provided See **Attachment C: Hardship Policy**.

Does the MTW activity require an impact analysis?	☒ Yes ☐ No ☐ Already provided See **Attachment D: Impact Analysis**.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.
Custom Questions:	
How much is the minimum rent or minimum Total Tenant Payment (TTP)?	$100.

HPHA Activity 26-15:	**LIPH Utility Reimbursements (MTW Waiver 1.m.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will eliminate utility reimbursement payments in the public housing program when the utility allowance is greater than the total tenant payment. As of May 1, 2025, there are 292 families receiving utility reimbursements across all the HPHA's public housing properties. The HPHA pays $21,518 each month in utility reimbursements 292 families, or an average of $74 to each family. Implementing this activity is expected to create an estimated cost savings of $258,216 per year. The goals of this activity are to improve the cost-effectiveness of the public housing program; begin simplifying the rent calculation process; and eliminate the administrative burden of preparing, signing, and mailing out reimbursement checks each month.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☐ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households

Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For PH activities:** Does the MTW activity apply to all public housing developments?	**For PH activities:** ☒ The MTW activity applies to all developments ☐ The MTW activity applies to specific developments
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.

HPHA Activity 26-16:	**HCV Utility Reimbursements (MTW Waivers 1.n.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will eliminate utility reimbursement payments in the HCV program when the utility allowance is greater than the total tenant payment. As of May 1, 2025, there are 377 families receiving utility reimbursements across all the HPHA's voucher programs. The HPHA pays $76,609 each month in utility reimbursements to 377, or an average of $203 to each family. Implementing this activity is expected to create an estimated cost savings of $919,308 per year. The goals of this activity are to improve the cost-effectiveness of the Section 8 voucher programs; begin simplifying the rent calculation process; and eliminate the administrative burden of preparing, signing, and mailing out reimbursement checks each month.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☐ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures

Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☐ Yes ☒ No ☐ Already provided
Does the MTW activity require an impact analysis?	☐ Yes ☒ No ☐ Already provided
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.

HPHA Activity 26-17:	**LIPH Work Requirement (MTW Waiver 12.a.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will require non-elderly, non-disabled persons aged 18 years or older to adhere to a work requirement policy. Each eligible individual in a household must obtain a minimum of 15 hours of work or schooling per week. The HPHA, at its discretion, may allow acceptable substitutes for employment to meet this requirement (e.g., job/career readiness activities, job/vocational training, apprenticeships, and internships). Exempted individuals are described in the activity's Hardship Policy. Prior to implementation, the HPHA will provide notice to all residents at least six months in advance of the sanction policy for non-compliance. The HPHA will also look to collaborate with partner organizations that can provide supportive services and provide families with employment opportunities.

	The primary goal of this activity is to improve self-sufficiency for assisted families. This activity will also raise much-needed rental revenue that can be used to complete long-deferred maintenance projects and fund other MTW programs.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☒ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☒ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☐ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For PH activities:** Does the MTW activity apply to all public housing developments?	**For PH activities:** ☒ The MTW activity applies to all developments ☐ The MTW activity applies to specific developments
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☒ Yes ☐ No ☐ Already provided See **Attachment C: Hardship Policy**.
Does the MTW activity require an impact analysis?	☒ Yes ☐ No ☐ Already provided See **Attachment D: Impact Analysis**.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.

HPHA Activity 26-18:	**HCV Work Requirement (MTW Waiver 12.b.)**
Core Questions:	
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The HPHA will require non-elderly, non-disabled persons aged 18 years or older to adhere to a work requirement policy. Each eligible individual in a household must obtain a minimum of 15 hours of work or schooling per week. The HPHA, at its discretion, may allow acceptable substitutes for employment to meet this requirement (e.g., job/career readiness activities, job/vocational training, apprenticeships, and internships). Exempted individuals are described in the activity's Hardship Policy. Prior to implementation, the HPHA will provide notice to all residents at least six months in advance of the sanction policy for non-compliance. The HPHA will also look to collaborate with partner organizations that can provide supportive services and provide families with employment opportunities. The primary goal of this activity is to improve self-sufficiency for assisted families. This activity will also raise much-needed rental revenue that can be used to complete long-deferred maintenance projects and fund other MTW programs.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	☒ Cost effectiveness ☒ Self-sufficiency ☐ Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	☐ Neutral (no cost implications) ☐ Increased revenue ☐ Decreased revenue ☐ Increased expenditures ☒ Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	☒ The MTW activity applies to all assisted households ☐ The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	☐ New admissions (i.e., applicants) only ☐ Currently assisted households only ☒ New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	☒ The MTW activity applies to all family types ☐ The MTW activity applies only to selected family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. **For HCV activities:** Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	**For HCV activities:** ☒ The MTW activity applies to all tenant-based units ☒ The MTW activity applies to all properties with project-based vouchers ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers

Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	☐ Yes ☒ No
Does this MTW activity require a hardship policy?	☒ Yes ☐ No ☐ Already provided See **Attachment C: Hardship Policy**.
Does the MTW activity require an impact analysis?	☒ Yes ☐ No ☐ Already provided See **Attachment D: Impact Analysis**.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A. This activity is pending implementation.

D. Safe Harbor Waivers.

Safe Harbor Waivers seeking HUD Approval:
The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

Will the MTW agency submit request for approval of a Safe Harbor Waiver this year?

☐ Yes
☒ No

E. Agency-Specific Waivers.

Agency-Specific Waivers for HUD Approval:

The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I.

In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable.

For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an

impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year?

☐ Yes
☒ No

Agency-Specific Waiver(s) for which HUD Approval has been Received:
For each previously approved Agency-Specific Waiver(s), a set of questions will populate.

Does the MTW agency have any approved Agency-Specific Waivers?

☐ Yes
☒ No

F. Public Housing Operating Subsidy Grant Reporting.

Please provide the public housing Operating Subsidy grant information in the table below for Operating Subsidy grants appropriated in each Federal Fiscal Year the PHA is designated an MTW PHA.

Federal Fiscal Year (FFY)	Total Operating Subsidy Authorized Amount	How Much PHA Disbursed by the 9/30 Reporting Period	Remaining Not Yet Disbursed	Deadline
2021	$29,585,170	$29,585,170	$0	9/30/2029
2022	$27,406,287	$27,406,287	$0	9/30/2030
2023	$34,131,336	$34,131,336	$0	9/30/2031
2024	$32,611,485	$32,611,485	$0	9/30/2032
2025	$29,196,882	$20,744,037	$8,452,845	9/30/2033

G.1 MTW Statutory Requirements.

75% Very Low Income – Local, Non-Traditional.

HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW agency are very low-income for MTW public housing units and MTW HCVs through HUD systems. The MTW PHA must provide data for the actual families housed upon admission during the PHA's most recently completed Fiscal Year for its Local, Non-Traditional program households.

Income Level	Number of Local, Non-Traditional Households Admitted in the Fiscal Year*
80%-50% Area Median Income	**0**
49%-30% Area Median Income	**0**
Below 30% Area Median Income	**0**
Total Local, Non-Traditional Households	**0**

*Local, non-traditional income data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

G.2	Establishing Reasonable Rent Policy.
Question	**Input options and instructions**
Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?	☒ Yes ☐ No

G.3	Substantially the Same (STS) – Local, Non-Traditional.
Questions	**Input options and instructions**
Please provide the total number of unit months that families were housed in a local, non-traditional rental subsidy for the prior full calendar year.	0 # of unit months
Please provide the total number of unit months that families were housed in a local, non-traditional housing development program for the prior full calendar year.	0 # of unit months
How many units, developed under the local, non-traditional housing development activity, were available for occupancy during the prior full calendar year (by bedroom size)?	Please include only those units that serve households **at or below 80% of AMI** in the table provided.

PROPERTY NAME/ADDRESS	0/1 BR	2 BR	3 BR	4 BR	5 BR	6+ BR	TOTAL UNITS	POPULATION TYPE*	# of Section 504 Accessible (Mobility)**	# of Section 504 Accessible (Hearing/ Vision)	Was this Property Made Available for Initial Occupancy during the Prior Full Calendar Year?	What was the Total Amount of MTW Funds Invested into the Property?
Name/Address	#	#	#	#	#	#	#	Type (below)	#	#	Y/N	$
Name/Address	#	#	#	#	#	#	#	Type (below)	#	#	Y/N	$
Name/Address	#	#	#	#	#	#	#	Type (below)	#	#	Y/N	$
Totals	#	#	#	#	#	#	#		#	#		

* User will select one of the following from the "Population Type" dropdown box: General, Elderly, Disabled, Elderly/Disabled, Other

If the "Population Type" of is Other is selected, please state the Property Name/Address, and describe the population type. [Text box]

** The federal accessibility standard under HUD's Section 504 regulation is the Uniform Federal Accessibility Standards (UFAS) for purposes of Section 504 compliance. HUD recipients may alternatively use the 2010 ADA Standards for Accessible Design under Title II of the ADA, except for certain specific identified provisions, as detailed in HUD's Notice on "Instructions for use of alternative accessibility standard," published in the Federal Register on May 23, 2014 ("Deeming Notice") for purposes of Section 504 compliance, https://www.govinfo.gov/content/pkg/FR-2014-05-23/pdf/2014-11844.pdf. This would also include adaptable units as defined by HUD's Section 504 regulation (See 24 CFR § 8.3 and § 8.22).

G.4	Comparable Mix (by Family Size) – Local, Non-Traditional.

In order to demonstrate that the MTW statutory requirement of "maintaining a comparable mix of families (by family size) are served, as would have been provided had the amounts not been used under the demonstration" is being achieved, the MTW agency will provide information for its most recently completed Fiscal Year in the following table.

Local, non-traditional family size data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

Family Size:	Occupied Number of Local, Non-Traditional units by Household Size
1 Person	#
2 Person	#
3 Person	#
4 Person	#
5 Person	#
6+ Person	#
Totals	#

G.5	Housing Quality Standards.

Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program. The public housing program is monitored through physical inspections performed by the Real Estate Assessment Center (REAC).

H.	Public Comments.

Question	Input options and instructions
Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.	Upload Attachment Please see **Attachment A: RAB Comments**. Please see **Attachment B: Public Testimony**.
Please attach a narrative describing the MTW agency's analysis of the comments and any decisions made based on these comments.	Upload Attachment Please see **Attachment A: RAB Comments**. Please see **Attachment B: Public Testimony**.
If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?	☐ Yes ☐ No ☒ N/A
If yes, please attach the comments received along with the MTW agency's description of how comments were considered.	Upload Attachment

I.	Evaluations.

Please list any ongoing and completed evaluations of the MTW agency's MTW policies, that the PHA is aware of, including the information requested in the table below. In the box "title and short description," please write the title of the evaluation and a brief description of the focus of the evaluation.

Question	Input options and instructions
Does the PHA have an agency-sponsored evaluation?	☐ Yes ☒ No

Table I.1 - Evaluations of MTW Policies

Title and short description	Evaluator name and contact information	Time period	Reports available

J	MTW Certifications of Compliance.

The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD. Certification is provided below.

MTW CERTIFICATIONS OF COMPLIANCE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING

Certifications of Compliance with Regulations:
Board Resolution to Accompany the MTW Supplement to the Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairperson or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the MTW Supplement to the Annual PHA Plan for the MTW PHA Fiscal Year beginning (07/01/2024), hereinafter referred to as "the MTW Supplement", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the MTW Supplement and implementation thereof:

(1) The PHA made the proposed MTW Supplement and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the MTW Supplement and invited public comment.

(2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board(s) or tenant associations, as applicable) before approval of the MTW Supplement by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the annual MTW Supplement.

(3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).

(4) The MTW PHA will carry out the MTW Supplement in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) all regulations implementing these authorities; and other applicable Federal, State, and local civil rights laws.

(5) The MTW Supplement is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.

(6) The MTW Supplement contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the MTW Supplement is consistent with the applicable Consolidated Plan.

(7) The MTW PHA will affirmatively further fair housing, which means that it will: (i) take meaningful actions to further the goals identified by the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150-5.180 and 903.15; (ii) take no action that is materially inconsistent with its obligation to affirmatively further fair housing; and (iii) address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3) and 903.15(d). Note: Until the PHA is required to submit an AFH, and that AFH has been accepted by HUD, the PHA must follow the certification requirements of 24 CFR 903.7(o) in effect prior to August 17, 2015. Under these requirements, the PHA will be considered in compliance with the certification requirements of 24 CFR 903.7(o)(1)-(3) and 903.15(d) if it: (i) examines its programs or proposed programs; (ii) identifies any impediments to fair housing choice within those programs; (iii) addresses those impediments in a reasonable fashion in view of the resources available; (iv) works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and (v) maintains records reflecting these analyses and actions.

(8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at24 C.F.R. Part 146.

(9) In accordance with 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.

(10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

(11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

(12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.

(13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment.

(14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

(15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

(16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.

(17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

(18) The MTW PHA will keep records in accordance with 2 CFR 200.333-200.337 and facilitate an effective audit to determine compliance with program requirements.

(19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

(20) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200.

(21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of housing quality standards as required in PIH Notice 2011-45, or successor notice, for any local, non-traditional program units. The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982, for any Housing Choice Voucher units under administration.

(22) The MTW PHA will undertake only activities and programs covered by the Moving to Work Operations Notice in a manner consistent with its MTW Supplement and will utilize covered grant funds only for activities that are approvable under the Moving to Work Operations Notice and included in its MTW Supplement. MTW Waivers activities being implemented by the agency must fall within the safe harbors outlined in Appendix I of the Moving to Work Operations Notice and/or HUD approved Agency-Specific or Safe Harbor Waivers.

(23) All attachments to the MTW Supplement have been and will continue to be available at all times and all locations that the MTW Supplement is available for public inspection. All required supporting documents have been made available for public inspection along with the MTW Supplement and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its MTW Supplement and will continue to be made available at least at the primary business office of the MTW PHA.

Hawaii Public Housing Authority	HI001
MTW PHA NAME	***MTW PHA NUMBER/HA CODE***

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Robert J. Hall	Chairperson
NAME OF AUTHORIZED OFFICIAL	***TITLE***
SIGNATURE	***DATE***

* ***Must be signed by either the Chairperson or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chairperson or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.***

TABLE 1. GUIDE

- Core questions - An “X” in this column means that these are the set of core questions that are relevant for every waiver/activity.
- Custom questions - An “X” in this column means that these are questions that are specific to a particular activity. Not every activity will have custom questions.
- Safe Harbor - An "X" in this column means that the activity as described in Appendix 1 of the Operations Notice includes a set of Safe Harbor provisions.
- Impact Analysis - An "X" in this column means that the activity as described in Appendix 1 of the Operations Notice requires the PHA to conduct an impact analysis. This impact analysis must be submitted to HUD via the MTW Supplement; thus, the Supplement should include some statement regarding the requirement and an opportunity for the PHA to upload the impact analysis. The Operations Notice also states that an updated impact analysis must be attached to the MTW Supplement in each subsequent year.
- Hardship Policy - An "X" in this column means that the activity as described in Appendix 1 of the Operations Notice requires the PHA to establish a hardship policy. The hardship policy must be submitted to HUD via the MTW Supplement; thus, the Supplement should include some statement regarding the requirement and an opportunity for the PHA to upload the hardship policy. PHA must still grant reasonable accommodation requests related to all activities even if the hardship policy is not in place.

TABLE 1. MTW ACTIVITIES QUESTIONS FOR THE MTW SUPPLEMENT

Section/Question	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
1. Tenant Rent Policies					
a. Tiered Rent (PH)	X	X	X		
b. Tiered Rent (HCV)	X	X	X		
c. Stepped Rent (PH)	X	X	X	X	X
d. Stepped Rent (HCV)	X	X	X	X	X
e. Minimum Rent (PH)	X	X	X	X	X
f. Minimum Rent (HCV)	X	X	X	X	X
g. Total Tenant Payment as a Percentage of Gross Income (PH)	X	X	X	X	X
h. Total Tenant Payment as a Percentage of Gross Income (HCV)	X	X	X	X	X
i. Alternative Utility Allowance (PH)	X	X	X		
j. Alternative Utility Allowance (HCV)	X	X	X		
k. Fixed Rents (PH)	X	X	X		
l. Fixed Subsidy (HCV)	X	X	X		
m. Utility Reimbursements (PH)	X				
n. Utility Reimbursements (HCV)	X				
o. Initial Rent Burden (HCV)	X	X	X	X	
p. Imputed Income (PH)	X	X	X	X	X
q. Imputed Income (HCV)	X	X	X	X	X
r. Elimination of Deduction(s) (PH)	X	X		X	X
s. Elimination of Deduction(s) (HCV)	X	X		X	X
t. Standard Deductions (PH)	X	X			
u. Standard Deductions (HCV)	X	X			
v. Alternative Income Inclusions/Exclusions (PH)	X	X			
w. Alternative Income Inclusions/Exclusions (HCV)	X	X			
2. Payment Standards and Rent Reasonableness					
a. Payment Standards- Small Area Fair Market Rents (HCV)	X	X	X	X	X
b. Payment Standards- Fair Market Rents (HCV)	X	X	X	X	X
c. Rent Reasonableness – Process (HCV)	X	X			
d. Rent Reasonableness – Third-Party Requirement (HCV)	X	X			

Section/Question	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
3. Reexaminations					
a. Alternative Reexamination Schedule for Households (PH)	X	X	X	X	X
b. Alternative Reexamination Schedule for Households (HCV)	X	X	X	X	X
c. Self-Certification of Assets (PH)	X	X	X		
d. Self-Certification of Assets (HCV)	X	X	X		
4. Landlord Leasing Incentives					
a. Vacancy Loss (HCV-Tenant-based Assistance)	X	X	X		
b. Damage Claims (HCV-Tenant-based Assistance)	X	X	X		
c. Other Landlord Incentives (HCV-Tenant-based Assistance)	X	X	X		
5. Housing Quality Standards (HQS)					
a. Pre-Qualifying Unit Inspections (HCV)	X	X	X		
b. Reasonable Penalty Payments for Landlords (HCV)	X	X	X		
c. Third-Party Requirement (HCV)	X	X			
d. Alternative Inspection Schedule (HCV)	X		X		
6. Short-Term Assistance					
a. Short-Term Assistance (PH)	X	X	X		
b. Short-Term Assistance (HCV)	X	X	X		
7. Term-Limited Assistance					
Term-Limited Assistance (PH)	X	X	X	X	X
Term-Limited Assistance	X	X	X	X	X
8. Increase Elderly Age (PH & HCV)	X	X	X		
9. Project-Based Voucher Program Flexibilities					
a. Increase PBV Program Cap (HCV)	X	X	X		
b. Increase PBV Project Cap (HCV)	X		X		
c. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)	X				
d. Alternative PBV Selection Process (HCV)	X				
e. Alternative PBV Unit Types (Shared Housing and Manufactured Housing) (HCV)	X	X			
f. Increase PBV HAP Contract Length (HCV)	X		X		
g. Increase PBV Rent to Owner (HCV)	X				
h. Limit Portability for PBV Units (HCV)	X				
10. Family Self-Sufficiency Program with MTW Flexibility					
a. Waive Operating a Required FSS Program (PH & HCV)	X		X		
b. Alternative Structure for Establishing Program Coordinating Committee (PH & HCV)	X	X	X		
c. Alternative Family Selection Procedures (PH & HCV)	X	X	X		
d. Modify or Eliminate the Contract of Participation (PH & HCV)	X	X	X		

Section/Question	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
e. Policies for Addressing Increases in Family Income (PH & HCV)	X	X	X		
11. MTW Self-Sufficiency Program					
a. Alternative Family Selection Procedures (PH & HCV)	X	X	X		
b. Policies for Addressing Increases in Family Income (PH & HCV)	X	X	X		
12. Work Requirement					
a. Work Requirement (PH)	X	X	X	X	X
b. Work Requirement (HCV)	X	X	X	X	X
13. Use of Public Housing as an Incentive for Economic Progress (PH)	X		X		
14. Moving on Policy					
a. Waive Initial HQS Inspection Requirement (HCV)	X		X		
b. Allow Income Calculations from Partner Agencies (PH & HCV)	X		X		
c. Aligning Tenant Rents and Utility Payments Between Partner Agencies (PH & HCV)	X		X		
15. Acquisition without Prior HUD Approval (PH)	X	X			
16. Deconcentration of Poverty in Public Housing Policy (PH)	X				
17. Local, Non-Traditional Activities					
a. Rental Subsidy Programs	X	X	X		
b. Service Provision	X	X	X		
c. Housing Development Programs	X	X	X		

Instructions for Preparation of Form HUD-50075-MTW, MTW Supplement to the Annual PHA Plan

The instructions below detail how to complete the MTW Supplement. These instructions will not appear in the fillable form.

Note about file uploads: PHAs can upload PDF, Word, or Excel documents. Files should be named with the following naming convention: PHA code, Fiscal Year (FY), and short name for the policy/item. Some examples would be CA789FY21RentHardship for a rent hardship policy, CA789FY21ImpactAnalysis for an impact analysis that is applicable to multiple MTW activities, and CA789FY21MTWCertofCompliance for the MTW Certifications of Compliance.

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/DD/YYYY), **MTW Cohort Number**, and **MTW Supplement Submission Type**.

B. Narrative. All MTW agencies must complete this section.

B.1 MTW Supplement Narrative.

Provide a written description of how the MTW agency seeks to address the three statutory objectives during the coming year. Those three statutory objectives are: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; (2) to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; (3) and to increase housing choices for low-income families.

The narrative provides the PHA an opportunity to explain to the public, and the families that it serves, its MTW plans and goals for the coming Fiscal Year.

C. MTW Waivers.

Core Questions. All MTW activities found in Section C require responses to the same common questions.

Narrative. Describe the activity, the agency's goals for this activity, and, if applicable, how this activity contributes to a larger initiative.

Statutory Objective. Indicate which of the MTW statutory objectives this activity serves; each activity may serve one or more objectives. The three statutory objectives are housing choice, self-sufficiency, and cost effectiveness. Check all that apply.

Cost Implications. State the cost implications of each activity. Choose the best description of the cost implications based on what is known at the time of completing the MTW Supplement. Indicate which categories best describe the cost implications of the activity from among the following choices: neutral (no cost implications), increased revenue, decreased revenue, increased costs, decreased costs. Check all that apply. For instance, an activity may increase revenue, increase costs, and therefore be cost neutral. Alternatively, an activity may simply increase costs.

Different versions. Indicate whether there will be different policies for different household statuses, family types, or locations (public housing developments or HCV properties). If [Yes] is checked, questions will pop up which allow the MTW agency to explain which household statuses, family types, and/or locations will be affected. If [No] is checked, the respondent will move on to the next question. The agency will be able to indicate if a policy is different for one or more of these areas.

For example, if an MTW agency chooses to apply a Tenant Rent Policy to only non-elderly, non-disabled families, and not to the elderly or disabled, then it would check [Yes] and then receive the subsequent items that allow the agency to indicate what types of households and family types are affected by the activity.

Household status. MTW Agency's must indicate what type of household to which the activity applies. Household types means the following types: new admissions only, currently assisted households only, or new admissions and currently assisted households.

Family Types: Family types mean the following: non-elderly, non-disabled families; elderly families; disabled families; or other specifically defined target populations.

Location. The MTW agency indicates if the activity is or will be implemented at all or only at certain locations. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH, the questions will be about developments and for HCV the questions will be about tenant-based units and properties with project-based vouchers. The agency must check the applicable response for all or specific. If the response is for specific locations, then the agency will be asked to provide the details.

PHAs may develop one comprehensive hardship policy to cover all MTW activities requiring a hardship policy, which would only need to be uploaded once.

Safe Harbor Waiver. PHAs must indicate if a Safe Harbor Waiver is needed to implement this policy as described. If yes, then the MTW Agency is asked the following: what is the status of the Safe Harbor Waiver Request? PHAs must indicate if the waiver request is being submitted for review with this submission of the MTW Supplement (see Section D), or if the waiver was previously approved. If the latter is checked (the waiver was previously approved), then the PHA must describe the extent to which the Safe Harbor Waiver is supporting the PHA's goal in implementing this activity.

Hardship policy. The MTW Operations Notice requires agencies to adopt written policies for determining when a requirement or provision of the MTW activity constitutes a financial or other hardship for the family. If applicable for the activity, please upload the hardship policy associated with this activity. Hardship policies may be applicable to multiple MTW Activities. Only upload Hardship Policy once if said Hardship Policy applies to multiple Activities. Reference Table 1 for specificity on when a hardship policy is required.

Modification of hardship policy. PHAs must indicate if the hardship policy has been modified since the last submission of the MTW Supplement. PHAs must check yes or no. If yes, then the respondent is asked: why has the MTW agency modified the hardship policy? The PHA will use the provided text box to describe the modifications.

Number of hardship requests. PHAs must indicate the number of hardship requests that have been received for each applicable activity in the most recently completed PHA fiscal year.

PHAs are legally required to provide reasonable accommodations to their MTW requirements, provisions, or policies, or any component of those requirements, provisions, and policies, following the same standards and processes that generally apply to reasonable accommodations.

Impact analysis. The MTW Operations Notice requires agencies to analyze and put into writing the various impacts of the MTW activity if it is required for the MTW activity. Please upload the impact analysis that has been prepared related to this activity, if applicable. An impact analysis may be applicable to multiple MTW Activities. Only upload Impact Analysis once if said Impact Analysis applies to multiple Activities. Reference Table 1 for specificity on when an impact analysis is required.

Description of accomplishments or changes in implementation. Provide a description, based on the Fiscal Year goals as listed in the activity's previous Fiscal Year's narrative, about what has been accomplished or changed during the implementation.

Discontinuation of activity. If the PHA selects "Will be Discontinued in the Submission Year" or "Was Discontinued in a previous Submission Year" in the screener, a question will be displayed that asks for an explanation as to why the activity was discontinued or will be discontinued. The PHA should explain why the activity was or will be discontinued. If the activity has already been discontinued, the PHA should include the final outcomes and lessons learned. If the activity was discontinued in a previous submission year, the PHA should state which year the activity was discontinued in.

Custom Questions. Some MTW activities require responses to custom questions that are specific only to that activity. Some MTW activities contain no custom questions. Respondents must answer each of the custom questions, which will only appear if the PHA is opting to implement the MTW activity in the coming Fiscal Year.

Information for how to answer each custom question is included in the 'input options and instructions' column for each MTW activity.

D. Safe Harbor Waivers

D.1: Safe Harbor Waivers seeking HUD Approval. The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I For each Safe Harbor Waiver request, a

document that includes the following must be provided: a) the name and activity number of the MTW Waiver for which the PHA is seeking to expand the safe harbor, b) the specific safe harbor and its implementing regulation, c) the proposed policy the PHA wishes to implement via this waiver, d) a description of the local issue and why such an expansion is needed to implement the activity, e) an impact analysis, f) a description of the hardship policy for the initiative, and g) a copy of all comments received at the public hearing a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

E. Agency-Specific Waivers.

E.1: Agency-Specific Waivers Submitted for HUD Approval. The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, waive a statutory or regulatory requirement not included in Appendix I.

In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable).

For each Agency-Specific Waiver(s) request, please provide a title and upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative; f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

A PHA planning to pursue an Agency-Specific Waiver is encouraged to read Section 4.c. of the MTW Operations Notice prior to filling out this section of the MTW Supplement.

E.2: Agency-Specific Waiver(s) for which HUD Approval has been Received. For each previously approved Agency-Specific Waiver(s), a set of questions will populate. Does the agency have any approved agency-specific waivers? If yes, the title previously provided in Section E.1 will prepopulate and ask if there has been a change in how the Agency-Specific Waivers is being implemented from when it was originally approved or if it has been discontinued. For changes, the PHA will need to provide a description of what has changed. If it has been discontinued, the PHA will need to provide a description about the final outcomes and lessons learned, as well as whether a final impact analysis was prepared at the time of discontinuation if one was previously required.

F. Public Housing Operating Subsidy Grant Reporting.

F.1: Public Housing Operating Subsidy Grant Reporting. PHAs must fill out this table if it receives public housing Operating Subsidy grant funding from HUD. Only public housing Operating Subsidy grant funding awarded in the year the PHA is designated an MTW agency and beyond must be reported in this table. Additional rows must be added for Federal Fiscal Years beyond 2023, as applicable.

The federal account closing law applies to time-limited funds appropriated by Congress during the annual appropriations act process. For the public housing Operating Fund, PHAs must expend federal funds no more than five (5) years after the period of availability for obligation expires. After this 5-year period, the account closes, and the funds are no longer available for any purpose. For public housing Operating Subsidy grant funding, the period of availability for obligation ends at the end of the second Federal Fiscal Year (i.e., the period of availability for obligation of FY 2021 funds ends 9/30/2022). Pursuant to the account closing law, PHAs must expend all Operating Subsidy grant amounts within five years of this date (i.e., for FY 2021 funds, the account will close, and funds will no longer be legally available for any purpose on 9/30/2027).

G. MTW Statutory Requirements.

General. HUD will verify compliance with the statutory requirements G.1, G.3, and G.4 for public housing units and HCV units through HUD systems. In addition, agencies are to report compliance with the same requirements for Local, Non-Traditional Households in the tables provided in this section. Once HUD systems are capable of capturing this data then this will no longer need to be reported through the MTW Supplement.

G.1: 75% Very Low Income. All PHAs must fill out the table in G.1. The MTW PHA must provide data for the actual families housed upon admission during the PHA's most recently completed Fiscal Year for its local, non-traditional program households. For instance, a PHA submitting its MTW Supplement to the FY2020 Annual PHA Plan should include its Fiscal Year (FY) 2018 local, non-traditional data since this is the most recently completed Fiscal year. Only local, non-traditional new admissions should be included in the table. If a PHA houses no local, non-traditional households, then zeros must be inputted into the table.

HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW PHA are very low income for public housing and HCV programs through existing HUD systems.

G.2: Establishing Reasonable Rent Policy. All PHAs must fill out section G.2. Per the MTW Operations Notice, all activities falling under the Tenant Rent Policies category (Section C.1 of the MTW Supplement) or the Alternative Reexamination Schedule category (Section C.3 of the MTW Supplement), detailed in the Appendix of the MTW Operations Notice, meet the definition of a reasonable rent policy.

MTW agencies are reminded that the Rent Determination section of the PHA Plan should be reflective of MTW reasonable rent policies where applicable. From the PHA Plan: "Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d)).

G.3: Substantially the Same (STS). All PHAs must fill out section G.3. The number of local, non-traditional families served must be provided by month for the most recently completed Calendar Year. If a PHA houses no local, non-traditional families, then zeros must be inputted into the table. The additional information on Local, Non-Traditional development units must be provided for each development.

HUD will verify compliance with the STS statutory requirement for public housing and HCV programs through existing HUD systems.

G.4: Comparable Mix (by Family Size). All PHAs must fill out section G.4. In order to demonstrate that the statutory objective of "maintaining a comparable mix of families (by family size) are served, as would have been provided had the amounts not been used under the demonstration" is being achieved, the PHA will provide family size (i.e., not bedroom size) data in the table for the most recently completed Fiscal Year. For instance, a PHA submitting its MTW Supplement to the FY2021 Annual PHA Plan should include its FY 2019 local, non-traditional data since this is the most recently completed Fiscal Year. If a PHA houses no local, non-traditional household, then zeros must be inputted into the table.

HUD will verify compliance with the comparable mix statutory requirement for public housing and HCV programs through existing HUD systems.

G.5: Housing Quality Standards. PHAs are not required to enter any information into section G.5. This statutory requirement is certified to in the MTW Certifications of Compliance form for the HCV and local, non-traditional housing programs. The public housing program is monitored by HUD through the Public Housing Assessment System (PHAS) Physical Subsystem, or successor, despite the MTW PHA being exempt from an overall designation.

H. Public Comments

H.1: Public Comments. All PHAs are required, per the Annual PHA Plan regulations, to go through a public process prior to submitting the MTW Supplement to HUD. The MTW agency must consider, in consultation with the Resident Advisory Board (RAB) and tenant association, as applicable, all of the comments received at the public hearing. The comments received by the public, RABs, and tenant associations must be submitted by the MTW agency, along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

As described above, PHAs must submit comments and responses for all Safe Harbor and Agency-Specific Waivers, which are to be held in an additional public meeting.

The public comment process must include the Supplement and all uploaded attachments.

I. Evaluations.

I.1: Evaluations. The MTW agency should fill in Table I.1, listing each evaluation of the MTW policies and providing contact information for the evaluator, the time period of the evaluation, and the names of available reports. The MTW agency should list

internal evaluations that result in reports that could be shared upon request but may leave off evaluations meant for internal use only. The MTW agency should list all third-party evaluations, as applicable.

J. MTW Certifications of Compliance.

J.1: MTW Certifications of Compliance Form. The format for submission of the required MTW Certifications of Compliance is provided in this Form MTW Supplement. The preamble to the MTW Certifications of Compliance directs the MTW PHA to fill in the beginning of the Fiscal Year for which the certification is being made. This should be provided as the first day of the Fiscal Year to be covered by the Annual PHA Plan (for example, a FY2021 Annual PHA Plan for an MTW PHA with a Fiscal Year of January 1 – December 31, this would be January 1, 2021).

The MTW Certifications of Compliance must be signed by either the Chairperson or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chairperson or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.

The MTW Certifications of Compliance must be submitted to HUD as part of the MTW Supplement for each annual submission and each revised annual submission.

Public reporting burden for this information collection is estimated to average 6.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB control number. The information collected is required to obtain or retain benefits. The information collected will not be held confidential.

Approved by the Executive Director
January 28, 2026

FOR ACTION

MOTION: To: **(1)** Approve the Hawaii Public Housing Authority ("HPHA" or "the Authority") to enter into the Disposition and Development Agreement ("DDA") for the Mayor Wright Homes Phase 1A Redevelopment Proposed on a Portion of Tax Map Key No. (1) 1-7-029-003; and **(2)** Authorize the Executive Director to Make Minimal or Ministerial Changes to the Mayor Wright Homes Phase 1A DDA in Consultation with the Hawaii Public Housing Authority's Attorneys and Consultants and to Execute the DDA When Finalized

(The Board may go into Executive Session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(3) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities related to this motion.)

I. FACTS

A. On January 23, 2023, the HPHA issued "RFQ DEV-2023-03 Project: Ka Lei Momi ("KLM") Request for Qualifications for Master Developer" (the "RFQ"). The RFQ sought proposals from a single development entity that could implement redevelopment activities at several identified HPHA owned properties, including the public housing development currently known as Mayor Wright Homes ("MWH"), which consists of approximately 14.8 acres of land with 364 existing residential units within the City and County of Honolulu, Hawaii.

B. The Authority determined that HCDC Hawaii Development LLC's, an affiliate of HCDC Mayor Wright LLC, (the "Developer") proposal best met the needs of the Authority. The Authority selected the Developer to serve as the Master Developer for the revitalization of the KLM redevelopment sites and entered into the Ka Lei Momi Master Planning and Predevelopment Agreement and the Master Development Agreement for MWH, both agreements dated June 28, 2023.

C. As a part of the initial planning process, the Developer has established a phasing plan for the redevelopment of MWH. The plan includes 4 development phases, with Phase 1 being separated out to include three distinct towers that are represented as Phase 1A, 1B, and 1C.

D. For this request, HPHA and the Developer plan to advance the first Phase 1 tower redevelopment indicated as Mayor Wright Homes Phase 1A ("Redevelopment"), which will consist of three hundred eight (308) new residential units, of which 306[1] shall be subject to the HPHA Affordability Requirement and requirements imposed by the Low-Income Housing Tax Credit ("LIHTC") program. The Redevelopment will be owned by KLM Mayor Wright 1A LP ("Partnership").

E. In January 2024, the Developer, in coordination with HPHA staff, received entitlement approval for the Redevelopment and submitted a consolidated financing application to Hawaii Housing Finance and Development Corporation ("HHFDC") which was awarded the following allocation for MWH Phase 1A on November 20, 2025:

1. $ 126,256,367 Tax Exempt Issuance from Hula Mae Multi-Family (HMMF) Bond Program;

2. $ 12,387,417 in Federal LIHTC over a 10-year period and $ 12,387,417 in State LIHTC over a 5-year period; and

3. $ 80,000,000 Rental Housing Revolving Loan Fund (RHRF) loan.

F. In May 2024, the Board approved the predevelopment budget for MWH, which was estimated to be $30,826,797.

The predevelopment budget is broken out into four parts:

i. Multiphase Costs totaling $1,861,699;
ii. Phase 1A Costs totaling $9,469,802;
iii. Phase 1B Costs totaling $9,469,296; and
iv. Phase 1C Costs totaling: $10,026,000.

II. DISCUSSION

A. The DDA, included as Attachment A, provides that upon satisfaction of specified conditions, (i) the Authority will convey a leasehold interest in the Redevelopment Site through a ground lease to the Partnership; (ii) the Partnership will own and operate the Redevelopment and will lease the rent-restricted Units in the Redevelopment to income-qualified tenants at affordable rents pursuant to the requirements of the DDA, the ground lease, and other applicable financing programs; and (iii) subject to the rights of any mortgagee permitted in accordance with the terms of the ground lease, the Authority will have a Purchase Option and Right of First Refusal to purchase the Redevelopment and all interests in the Partnership after the Tax Credit Compliance Period.

[1] The remaining 2 units will be manager's units.

B. The major terms of the DDA have been agreed upon as follows:

1. The Redevelopment will consist of the construction on a portion of the Redevelopment Site of (i) three hundred eight (308) units of which three hundred six (306) shall be Rent Restricted, and (ii) two (2) will be resident manager's units. The preliminary unit types, with their associated square footage and bedroom distribution, are described in Exhibit B to the DDA. The rent restricted units will be subject to occupancy and affordability restrictions imposed by regulatory agreements.

2. HPHA will lease the Redevelopment Site to the Partnership pursuant to an agreed upon ground lease. A Memorandum of Ground Lease will also be filed in the Bureau of Conveyances to memorialize the agreement of the parties to the ground lease. Prior to financial closing, HPHA staff will request the Authority's approval of the ground lease and other related closing documents.

3. Closing will occur upon agreement on a construction financing plan, sustainability plan for meeting energy-efficiency requirements of the State, tax credit allocation, funding commitments, environmental review, and reimbursement of predevelopment costs. Closing documents will include regulatory agreements restricting the affordability of the rent restricted units, loan and financing documents for the construction and permanent financing of the Redevelopment, guarantees, and LIHTC and syndication documents.

4. Conditions precedent to HPHA Closing include: no outstanding material defaults; preparation of construction documents; issuance of all licenses, permits, and approvals necessary for construction of the Redevelopment; redevelopment plan certification; certification of compliance with accessibility laws; obtaining necessary financing commitments and documents and equity investors; approval of a property management plan and property management agreement; approval of a supportive services plan; approval of a resident and local hiring plan; approval of a relocation plan; developer guarantees; purchase option and right of first refusal; evidence of selection of third-party contractors, and payment of any owing ground lease payments. As part of the financing requirements, the Developer is responsible to provide a completion guaranty for the benefit of HPHA in a form approved by HPHA and the Guarantor ("Performance and Completion Guaranty").

5. Conditions precedent to the Developer Closing includes: no material adverse site conditions; HPHA approval of the construction documents; title insurance; HPHA approval of financing documents;

issuance of a ground lease; government approvals; HPHA's representations and warranties; recordation of the final map; no litigation; and no HPHA default.

6. For developing the Project, the Developer (or its Affiliates) and the Authority shall be entitled to receive a development fee in the approximate amount of $27,352,277, subject to approval of lenders and investors (the "Developer Fee"); provided, however, that during the construction period, the Developer and its Affiliates shall earn no more than the amount allowable pursuant to restrictions imposed by Section 42 of the Internal Revenue Code, HHFDC regulations, the U.S. Department of Housing and Urban Development (HUD) Requirements or other applicable financing programs. If an Authority-Created 501(c)(3) or affiliate is admitted as a partner of Owner, the Developer Fee shall be paid as follows: four percent (4%) of the Developer Fee shall be paid to the Authority-created 501(c)(3) or affiliate, sixty-seven and two tenths percent (67.2%) of the Developer Fee shall be paid to the Developer, and twenty-eight and eight tenths percent (28.8%) of the Developer Fee shall be paid to the Authority, all on a pro rata basis, the portion payable to the Authority being payable pursuant to a Subdevelopment Fee Agreement between the Developer and the Authority. To the extent supported by financing and allowable under HUD and State of Hawaii requirements, and subject to the approval of lenders and investors to the Project, the developer fee for the Project will be up to fifteen percent (15%) of total development costs, less approved reserves (such as operating reserves and replacement reserves) and less the developer fee itself. If the overall compensation to HPHA (including all fees, not just developer fee) is not attainable due to HHFDC, investor or lender limitations, then other methods will be explored to ensure that, as between HPHA and HCDC, HPHA and HCDC receive substantially the same percentages of compensation as initially projected. If the Authority does not create a 501(c)(3) or affiliate, then the Developer Fee shall be paid as follows: (a) if a third party non-profit not affiliated with the Authority ("Third Party Non-Profit") is admitted as a partner of Owner, Developer Fee shall be paid five percent (5%) to the Third Party Non-Profit, sixty-six and five tenths percent (66.5%) to the Developer and twenty-eight and five tenths percent (28.5%) to the Authority, on a pro rata basis; or (b) if no Third Party Non-Profit is admitted as a partner of Owner, seventy percent (70%) of the Developer Fee shall be paid to the Developer, and thirty percent (30%) of the Developer Fee shall be paid to the Authority on a pro rata basis.

7. HPHA has approved an up to $10,000 annual asset management fee for the Redevelopment to an affiliate of the Developer ("HCDC

Asset Management Fee") with a 3% annual increase. This fee is cumulative and accrues annually.

8. HPHA is also entitled to an up to $10,000 annual asset management fee for the Redevelopment with a 3% annual increase pursuant to the agreement with the Developer. This fee is cumulative and accrues annually.

III. RECOMMENDATION

That the Board of Directors: **(1)** Approve the Hawaii Public Housing Authority ("HPHA" or "the Authority") to enter into the Disposition and Development Agreement ("DDA") for the Mayor Wright Homes Phase 1A Redevelopment Proposed on a Portion of Tax Map Key No. (1) 1-7-029-003; and **(2)** Authorize the Executive Director to Make Minimal or Ministerial Changes to the Mayor Wright Homes Phase 1A DDA in Consultation with the Hawaii Public Housing Authority's Attorneys and Consultants and to Execute the DDA When Finalized

Attachment A: Mayor Wright Homes Phase 1A Redevelopment DDA

Prepared by: Brian Johnson, Housing Development Specialist BRJ

Reviewed by: Carson Schultz, Development Officer CS

Approved by the Board of Directors
on the date set forth above
[ ] As Presented [ ] As Amended

_____
Robert J. Hall
Chairperson

DISPOSITION AND DEVELOPMENT AGREEMENT

for

REDEVELOPMENT OF
MAYOR WRIGHT HOMES
Phase 1A

by and among

HAWAII PUBLIC HOUSING AUTHORITY

and

KLM MAYOR WRIGHT 1A LP

DRAFT

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DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE MAYOR WRIGHT HOMES REDEVELOPMENT PROJECT

Mayor Wright Homes Phase 1A

This Disposition and Development Agreement (this "**Agreement**") is entered into and effective as of [_____ ___, 202__] (the "**Effective Date**") by and among HAWAII PUBLIC HOUSING AUTHORITY, a public body corporate and politic, organized under the laws of the State of Hawai'i (the "**Authority**"), and KLM MAYOR WRIGHT 1A LP, a Hawai'i limited liability company (the "**Owner**" or "**Developer**"). The Authority and the Developer are collectively referred to herein as the "**Parties**."

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Section 1.1 of this Agreement. The Parties intend to refer to those definitions in connection with their use in these Recitals.

B. The Authority is a public housing authority formed pursuant to Chapter 356D of Hawai'i Revised Statutes ("**HRS**"). The Authority is the fee simple owner of certain land consisting of 60,201.30 square feet located at 606 North Kukui Street, Honolulu, Hawai'i 96817, designated as Tax Map Key No. (1) 1-7-029-003, more particularly depicted in Exhibit A attached hereto (the "**Project Site**").

C. On January 23, 2023, the Authority issued "RFQ DEV-2023-03 Project: Ka Lei Momi Request for Qualifications for Developer" (the "**RFQ**") and the Developer submitted certain qualifications and proposals for the development of the Redevelopment Site (as defined below). The RFQ selection committee selected the Developer, and the Authority and the Developer entered into that certain Master Development Agreement dated June 28, 2023 (the "**Master Development Agreement**" or "**MDA**").

D. The Master Development Agreement contemplates the revitalization and redevelopment of a portion of approximately 14.8 acres owned in fee simple by the Authority, located in the City and County of Honolulu, Hawai'i, identified by Tax Map Key No. (1) 1-7-029-003 (collectively, the "**Redevelopment Site**"), to consist of a minimum of 2,448 residential rental units, approximately 53,816 square feet of commercial and community support space, and approximately 74,564 square feet of indoor and outdoor amenities and common area space.

E. Under the Master Development Agreement, the Developer will redevelop the Redevelopment Site in four (4) phases (each, a "**Development Phase**"), each of which will be divided into subphases (each, a "**Subphase**") with each Subphase owned and developed pursuant to the terms of a disposition and development agreement and ground lease between the Authority and a Hawai'i limited partnership or limited liability company formed by the Developer.

F. This Agreement governs the first Subphase of the first Development Phase, Mayor Wright Homes Phase 1A (the "**Project**") to be constructed on the Project Site by the Developer.

G. The Project will consist of three hundred eight (308) (including two (2) manager's units) Units and related amenities and improvements of which three hundred six (306) shall be subject to the HPHA Affordability Requirement and requirements imposed by the Low Income Housing Tax Credit ("**LIHTC**") program, as described in the Scope of Development attached hereto as Exhibit B. Sixty-two (62) of the Units will be developed under HUD's Restore-Rebuild program initially as Public Housing Units in accordance with Public Housing Requirements and, following their construction and the satisfaction of all HUD Requirements, the Developer intends to convert them to RAD Units (as defined herein) under HUD's Rental Assistance Demonstration Program authorized pursuant to Public Law 112-55 (the "**RAD Program**").

H. To facilitate the Project, this Agreement provides that upon satisfaction of specified conditions, such as HUD approval for the disposition of the Project Site, (i) the Authority will convey a leasehold interest in the Project Site under a ground lease to the Owner; (ii) the Owner will own and operate the Project, and will lease the rent-restricted Units in the Project to income-qualified tenants at affordable rents pursuant to the requirements of this Agreement, the Ground Lease, the HUD Requirements, and other applicable financing programs; and (iii) subject to the rights of any mortgagee permitted in accordance with the terms of the Ground Lease, pursuant to the terms specified in Section 7.4, the Authority will have a Purchase Option and Right of First Refusal to purchase the Project and all interests in the Owner after the Tax Credit Compliance Period.

I. The Authority and the Developer desire to enter into this Agreement to set forth their respective rights and obligations with respect to the above-described matters.

In consideration of the foregoing recitals and underlying promises, which the Parties agree are good and valuable consideration, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

(a) "**Act**" means the United States Housing Act of 1937 (42 U.S.C. § 1437, et seq.), as amended from time to time, any successor legislation, and all implementing regulations issued thereunder or in furtherance thereof.

(b) "**Affiliate**" means, for Developer, (i) any entity providing services for the Project whose management and operation is controlled by Developer; (ii) any entity providing services for the Project in which an entity described in (i) has a controlling interest; (iii) any entity providing services for the Development a majority of whose voting equity is owned by Developer, or for which Developer serves as the managing member or general partner; or (iv) any entity in which,

or with which, Developer, its successors or assigns, is merged or consolidated, under applicable statutory provisions for merger or consolidation, provided the liabilities of the entities participating in such merger or consolidation are assumed by the entity surviving such merger or created by such consolidation.

(c) "**Agreement**" means this Agreement including all exhibits attached hereto and made a part hereof.

(d) "**Architect**" means Lowney Architecture or any successor approved by the Authority.

(e) "**Authority**" means the Hawaii Public Housing Authority, a public body corporate and politic, organized under the laws of the State of Hawai‘i including any successor in interest or assigns by act of the Authority, or by operation of law, or otherwise.

(f) "**Authority Board**" means the Board of Directors of the Authority.

(g) "**Authority Closing Documents**" means the Ground Lease and the loan documents evidencing the loans, if any, from the Authority to the Developer using the Authority's standard forms as adapted for the facts of the Final Development Plan and entered into at Closing pursuant to this Agreement.

(h) "**Authority Indemnitees**" is defined in Section 6.12(b).

(i) "**Capital Transaction**" means, in the context of the Owner's limited partnership agreement or operating agreement as the case may be, any transaction outside the ordinary course of the Owner's business that is capital in nature, including without limitation, the disposition, whether by sale, casualty, condemnation, refinancing or similar event of any part or all of the Project, but excluding liquidation.

(j) "**Certificate of Occupancy**" means the certificate issued by the City authorizing occupancy of the Project.

(k) "**City**" means the City and County of Honolulu, Hawai‘i.

(l) "**Claims**" is defined in Section 2.2(d).

(m) "**Closing**" means the close of escrow for the construction financing and the conveyance of a leasehold interest in the Project Site by the Authority to the Owner, pursuant to the applicable Ground Lease and Article III herein.

(n) "**Closing Documents**" is defined in Section 3.1(i).

(o) "**Code**" means the Internal Revenue Code of 1986, as amended.

(p) "**Concept Plan**" means the conceptual rendering of the improvements to be constructed as part of the Project attached hereto as Exhibit D, as the Parties may revise from time to time.

(q) "**Construction Documents**" shall include or incorporate as they come into existence for the Project: (a) the construction contract(s) and the general, special, and supplemental conditions to such contract(s) and (b) the plans and specifications ("**Plans and Specifications**").

(r) "**Contractor**" means any person or entity, including consultants, who performs services in connection with the Project or supplies labor, materials, or equipment for use in connection with the Project, other than the Developer, any General Contractor, or any Affiliate of the General Contractor.

(s) "**Design Documents**" is defined in Section 5.2.

(t) "**Developer**" means the Owner.

(u) "**Developer Fee**" is defined in Section 4.4(a).

(v) "**Development Contingencies**" shall have the meaning provided in Section 3.1(a).

(w) **Environmental Conditions**" means environmental conditions, including the presence of Hazardous Materials, geologic conditions, soils conditions, and water conditions.

(x) "**Environmental Reports**" is defined in Section 6.12(b).

(y) "**Event of Default**" shall have the meaning set forth in Section 10.1 with respect to the Developer and the meaning set forth in Section 10.2 with respect to the Authority.

(z) "**Existing Buildings**" means the buildings and related improvements existing on the Project Site as of the date of this Agreement.

(aa) "**Final Development Plan**" means the final plan for the redevelopment of the Project Site created by the Parties in accordance with Section 2.1(b) of this Agreement. The Parties will execute an amendment to this Agreement to incorporate the Final Development Plan.

(bb) "**Financing Documents**" is defined in Section 3.2(f).

(cc) "**Financing Plan**" means the plan for financing the Project, including the development budget for the Project and sources and uses analysis, as further detailed in Section 4.1 and attached hereto as Exhibit E, as such may be amended by mutual agreement of the Parties from time to time.

(dd) "**Ground Lease**" means the ground lease for the Project Site to be executed and delivered in conjunction with the Closing for the Project. The Ground Lease shall be in substantially the form set forth in Exhibit F; provided, however, that the Parties acknowledge that

Developer's lenders and/or equity investors may request modifications to the form of Ground Lease prior to the Closing.

(ee) "**Guarantor**" means the Developer or, subject to written approval by the Authority, an affiliate of the Developer.

(ff) "**Hazardous Materials**" means, without limitation, "hazardous substances" as defined by CERCLA; "hazardous wastes" as defined by RCRA; any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance ("**pollutant**") within the meaning of any Environmental Law prohibiting, limiting or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant; petroleum crude oil or fraction thereof; any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq., and amendments thereto and reauthorizations thereof; asbestos-containing materials in any form or condition; and polychlorinated biphenyls in any form or condition.

(gg) "**Hazardous Materials Laws**" means any and all applicable federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 e*t seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

(hh) "**HHFDC**" means the Hawaii Housing Finance and Development Corporation.

(ii) "**HPHA Affordability Requirement**" means the Authority's requirement as a condition for entering into the Ground Lease that the leased property is used to provide residential housing for households at or below eighty percent (80%) of the U.S. Department of Housing and Urban Development area median income for the City, adjusted for household size (except for the manager's units).

(jj) "**HUD**" means the U.S. Department of Housing and Urban Development.

(kk) "**HUD Requirements**" means any and all applicable HUD statutes, laws, rules, regulations, notices, or requirements, including, but not, limited to the Public Housing Requirements, HUD Funds requirements, Restore Rebuild Requirements, RAD Requirements, requirements of the Project-Based Voucher ("**PBV**") program, requirements of any HUD approval issue under Section 18 of the Act ("**Section 18 Approval**"), HUD Safe Harbor Guidelines and the HUD General Conditions.

(ll) "**Investor**" means the entity or entities selected by the Developer to make an equity contribution associated with the federal and/or state Low-Income Housing Tax Credits for the Project.

(mm) "**Land Use Entitlements**" shall mean all necessary and appropriate land use entitlements and approvals, including, but not limited to, all zoning, special management area, submerged lands (as needed), and other approvals, permits and entitlements from the United States of America (including the Army Corps of Engineers, as needed), the State (including the state legislature) and the County so as to enable Developer to develop and use the Project Site in accordance with the Final Development Plan and as necessary to comply with the Schedule of Performance.

(nn) "**Low-Income Housing Tax Credit**" or "**LIHTC**" refers to the credit available under Section 42 of the Code or State law.

(oo) "**Master Development Agreement**" and the "**MDA**" are defined in the Recitals.

(pp) **"Managing Partner"** means HCDC Mayor Wright LLC, the managing general partner of the Owner.

(qq) "**Master Plan**" is defined in the Master Development Agreement.

(rr) "**Memorandum of Ground Lease**" is defined in Section 2.6(a).

(ss) "**Net Cash Flow**" is defined in Exhibit E-1 of this Agreement.

(tt) "**Official Records**" means the official records of the Bureau of Conveyances, State of Hawai‘i and/or the Office of the Assistant Registrar of the Land Court of the State of Hawai‘i, as applicable.

(uu) "**Owner**" means KLM Mayor Wright 1A LP, a Hawai‘i limited partnership, in which the Managing Partner will serve as the managing general partner.

(vv) "**Owner Agreement**" means the Owner's Amended and Restated Limited Partnership Agreement admitting the Investor to the Owner.

(ww) "**Permitted Title Exceptions**" means the following exceptions to title with respect

to the Project Site: (a) applicable building and zoning laws and regulations; (b) the provisions of this Agreement; (c) the encumbrances resulting from the recorded Closing Documents; (d) any lien for current taxes or taxes accrued subsequent to Closing; (e) the exceptions to title set forth in the Title Insurance Policy approved by the Developer; (f) any other conditions or exceptions caused by the Developer; and (g) such other conditions, covenants, restrictions or easements of record as may be approved by the Developer pursuant to Section 3.5(a).

(xx) "**Predevelopment Costs**" means the costs paid for services performed by parties not affiliated with the Authority or the Developer in connection with the planning and financing of the Project that are incurred prior to Closing and are part of the development budget for the Project. Developer overhead and Authority overhead are not considered "Predevelopment Costs."

(yy) "**Project**" means the improvements to be constructed pursuant to this Agreement and the Ground Lease, including housing units, community facilities, if any, and infrastructure, and may refer as well to the process of planning, financing and constructing such improvements.

(zz) "**Project Site**" means the portion of the Redevelopment Site on which the Project is to be constructed, as generally described and depicted in Exhibit A. The description attached as Exhibit A may be removed and replaced with a metes and bounds or other legal description for the Project Site mutually acceptable to the Parties prior to Closing.

(aaa) "**Property Management and Re-Occupancy Plan**" means the document that details (a) the implementation of the right to return for the residents that were relocated from the Redevelopment Site during the construction period, (b) the lease up of the Project, and (c) property management policies and procedures.

(bbb) "**Post-Foreclosure Use Restriction**" means that following foreclosure or deed in lieu of foreclosure of Developer's interest in the Project by any mortgagee permitted in accordance with the Ground Lease, that three hundred six (306) units on the Project Site must be reserved for occupancy by households at or below eighty percent (80%) of Area Median Income for the City, adjusted for actual household size in accordance with all applicable restrictive covenants and regulatory requirements ("**AMI**").

(ccc) "**Public Housing Requirements**" means all requirements applicable to public housing developed pursuant to Section 9 of the Housing Act of 1937, as amended (the "**Act**"), including, but not limited to, the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the Annual Contributions Contract ("ACC"), the Mixed Finance ACC Amendment, HUD notices, the HUD form Public Housing Declaration of Restrictive Covenants in favor of HUD, the Authority's admissions and occupancy policies applicable to the Public Housing Units, as set forth in the Authority's approved PHA Plan under 24 CFR part 903, and all applicable Federal statutory, regulatory, and executive order requirements, as those requirements may be amended from time to time.

(ddd) "**Public Housing Units**" means units developed pursuant to the requirements of 24 CFR 905 to serve as housing for households eligible for the federal public housing program.

(eee) "**Purchase Option**" means the option described in Section 7.4.

(fff) "**RAD Requirements**" means all laws, regulations, and guidance applicable to the Rental Assistance Demonstration ("**RAD**") program, authorized pursuant to Public Law 112-55, including but not limited to those set forth in the Consolidated and Further Continuing Appropriations Act of 2012 (the "**CFCA Act**") and HUD Notice PIH-2019-23 (HA) (September 5, 2019), as may be further amended, the RAD Use Agreement, the RAD HAP Contract and any additional guidance that HUD may issue related to the RAD program.

(ggg) "**RAD Units**" The sixty-two (62) rental units constructed, occupied and operated in accordance with the Public Housing Requirements, and following the conversion to the RAD Program, to be operated and maintained in accordance with the RAD Requirements, all of which rental units shall also be operated and maintained as qualified low-income units under Section 42 of the Code.

(hhh) "**Redevelopment Site**" is defined in the Recitals.

(iii) "**Regulatory Agreements**" means, collectively, as applicable, (i) any regulatory agreement to be entered into by the Developer and HHFDC in connection with the use of Low-Income Housing Tax Credits for the initial construction of the Project and/or other financing provided by HHFDC (ii) any regulatory agreement entered into by the Developer with the issuer of tax-exempt financing for the Project (iii) any regulatory agreement in favor of the City and County of Honolulu pursuant to Chapters 201H-38 and 46-15.1 of the Hawaii Revised Statutes, (iv) any regulatory agreement entered into for the Project with any public agency, and (v) any regulatory agreement entered into for the Project under the HUD Requirements.

(jjj) "**Replacement Housing**" or **Replacement Housing Units**" means the units developed as Public Housing Units, RAD Units, or Project Based Voucher Units to serve as replacement units for public housing units demolished on the Project Site.

(kkk) "**Rent Restricted**" means that the gross rent with respect to the residential units in the Project shall not exceed the lowest of: (a) thirty percent (30%) of the imputed income limitation applicable to such Units as calculated pursuant to Section 42(g)(2) of the Code, (b) the rents permitted pursuant to the Regulatory Agreements.

(lll) "**Relocation Plan**" means the plan created by the Developer in consultation with the Authority detailing the approach to planning and implementing any required relocation of existing residents from the Project Site to accommodate the construction of the Project. The Relocation Plan will include (i) a schedule for resident meetings to inform the residents of Mayor Wright Homes regularly about the status of the Project and their relocation options, (ii) a description of whether existing residents have a right to return to the Project Site under federal law and how that right to return, if any, will be implemented, (iii) a description of the case management systems that will be implemented to manage the relocation process, (iv) details on the mobility counseling to be provided to existing residents as they move away from the Project Site, (v) an explanation of how the resident relocation process will be integrated with the Supportive Services Plan, and (vi) details regarding the means for tracking residents once they move away from the

Project Site. The Developer acknowledges that some aspects of the Relocation Plan will be specifically informed by the State or Federal programs that will be used to develop the Project Site and that its Relocation Plan must be consistent with the applicable relocation laws.

(mmm)"**Resident and Local Hiring Plan**" means the strategy established by the Developer in consultation with the Authority to comply with Section 3 of the Housing and Urban Development Act of 1968, its implementing regulations at 24 CFR 75 or any successor regulation, and applicable HUD guidance.

(nnn) "**Restore Rebuild Requirements**" means the requirements of the HUD Restore Rebuild Program as further described in the HUD Restore-Rebuild Guide dated November 2024 or successor guidance issued by HUD to implement the Restore Rebuild Program.

(ooo) "**RFQ**" is defined in the Recitals.

(ppp) "**Right of First Refusal**" is defined in Section 7.4.

(qqq) "**Schedule of Performance**" means the summary schedule of actions to be taken by the Parties pursuant to this Agreement and the Ground Lease and attached hereto as Exhibit C, as it may be amended by mutual agreement of the Parties from time to time.

(rrr) "**Scope of Development**" means the description of the basic physical characteristics of the Project, including a basic site plan, which will serve as the basis for the Developer's application for City approvals and for the preparation of the Construction Documents. The Scope of Development is attached hereto as Exhibit B, as may be revised by the Parties from time to time.

(sss) "**Section 3**" means Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations at 24 CFR Part 75.

(ttt) "**Supportive Services Plan**" means a plan developed by the Developer in consultation with the Authority and the residents of Mayor Wright Homes to support the social and supportive services needs of the residents of Mayor Wright Homes after the redevelopment of the Project Site. The Supportive Services Plan must be tailored to the specific needs of the Mayor Wright Homes population (including returning former public housing residents and new residents) and address plans for case management and service coordination in the areas of income and employment, health, and education.

(uuu) "**Tax Credit Compliance Period**" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Code starting with the first year of the credit period.

(vvv) "**Title Company**" means the title company referred to in Section 3.4 herein.

(www) "**Title Insurance Policy**" means the policy of title insurance referred to in Section 3.6 herein.

(xxx) "**Transfer**" means a transfer of this Agreement, an interest in the Owner, an interest in the Ground Lease, or an interest in the Project as more particularly described in Section 8.5.

(yyy) "**Units**" means residential dwelling units, including the Public Housing Units, PBV Units, RAD Units and LIHTC-only Units, and the manager's unit(s) in the Project.

(zzz) "**Work**" is the total construction of the Project as described in the Construction Documents.

Section 1.2 List of Exhibits. The following exhibits are attached hereto and incorporated into this Agreement by this reference:

Exhibit A	Project Site Description
Exhibit B	Scope of Development
Exhibit C	Schedule of Performance
Exhibit D	Concept Plan
Exhibit E	Financing Plan
Exhibit F	Form of Ground Lease
Exhibit G	Reserved
Exhibit H	Reserved
Exhibit I	Resident and Local Hiring Plan
Exhibit J	Reserved
Exhibit K	Sustainability Plan
Exhibit L	Environmental Measures
Exhibit M	Relocation Plan

ARTICLE II PROJECT

Section 2.1 Scope of Development. As more fully described in the Scope of Development, the Project will consist of the construction on the Project Site of (i) approximately three hundred eight (308) Units of which three hundred six (306) shall be Rent Restricted, and (ii) two (2) will be resident manager units. The unit types, with their associated square footage, bedroom distribution, and targeted income designation, are described in Exhibit B. Current residents of the existing public housing project will have an admission priority preference for the Project.

(a) NEPA Clearance and Additional Environmental Review. The Parties acknowledge that:

(1) The Project has received NEPA clearance under 24 CFR Part 58 on December 4, 2025 and has received the Authority to Use Grant Funds (the "**AUGF**"); and

(2) By letter dated December 14, 2023, HHFDC provided a determination that the Project is exempt from additional environmental review, pursuant to Section 11-200, 1-11, Hawaii Administrative Rules (HAR).

(b) Final Development Plan. No later than ninety (90) days after the Effective Date, the Developer shall submit the Supportive Services Plan, unless additional time not to exceed sixty (60) days is reasonably required to consult with the Project residents. No later than ninety (90) days before Closing, the Developer shall submit the Property Management and Re-Occupancy Plan. Together, these plans constitute, once approved by the Authority, the Final Development Plan.

Section 2.2 Ownership Structure. Upon satisfaction of the conditions specified in Article III, the Authority will lease the Project Site to the Owner pursuant to the Ground Lease. Subject to any legal obligations the Authority must fulfill as the current owner of the Project Site, and under this Agreement (including Section 2.6(a)(ii)), the Developer shall be responsible for obtaining all necessary Land Use Entitlements (as defined in the Master Development Agreement) for the development of the Project Site, which approvals shall be obtained prior to the commencement of the term of the Ground Lease. The Authority agrees to cooperate fully with the Developer's efforts to obtain such Land Use Entitlements.

(a) In connection with the Closing for the Project, the Owner will enter the Owner Agreement to evidence the admission of the Investor, that will then own the principal equity interest in the Owner. The Owner Agreement shall be subject to the review and approval of the Authority, pursuant to Section 4.1(b). The Authority shall have the option to (i) serve as a special limited partner or Class B limited partner or special member of the Owner or (ii) to have a nonprofit affiliate of the Authority serve as a non-managing general partner or non-managing member of the Owner or (iii) have a non-profit affiliate of the Authority serve as a non-managing general partner or non-managing member of the managing general partner or managing member of the Owner. In no event shall the non-profit affiliate of the Authority exercise significant functions within the Owner with respect to managing the development of the units as described in 23 CFR 905.604(h)(2). In no event shall such affiliate hold any partnership or member interest in the Owner that would result in such interest being reasonably considered "tax exempt use property" as defined in Section 168(h) of the Code or otherwise materially reduce the equity investment obtainable.

(b) As a condition to the Closing for the Project, the Owner shall indemnify, defend and hold the Authority, and the respective board members, commissioners, directors, elected and appointed officers and officials, employees, agents, and contractors, harmless from and against all claims, losses, actions, demands, costs, expenses and attorney's fees (all of the foregoing, "**Claims**"), arising out of, attributable to or otherwise occasioned in whole or in part by the Owner, its agents, contractor's servants or employees which constitute a breach of Owner's obligations under this Agreement. If any party performing work for the Owner on the Project shall assert any Claim against the Authority on account of any damage alleged to have been caused by reason of the negligent acts or intentional misconduct of the Owner, its agents, servants, employees or contractors (including, without limitation, its general construction contractor for the Project), the Owner shall defend at its own expense any suit based upon such claim; and if any judgment or claim against the Authority shall be allowed, the Owner shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith including attorneys' fees. The obligations, indemnities, and liabilities of the Owner under this section shall not extend to any liability caused by the negligence or misconduct of the Authority or their employees, contractors, or agents. The forgoing indemnity shall also not apply to Claims arising from breach of the Owner Agreement, this Agreement, the Ground Lease, or any Closing Documents by the Authority.

Section 2.3 Financing. The preliminary Project development budget is included in the Financing Plan at Exhibit E. The Parties recognize that financial needs may arise which require budget revisions so that the Project may be accomplished, and the Parties will consider and pursue such revisions in good faith. The Developer shall be responsible for obtaining all financing required for the development of the Project. The Developer shall not engage in any communications of any kind with lenders or the Investor relating to the financing, structure, terms or documentation related to the Project unless the Authority has been included in such communications. For purposes of this section, "communication" or "communications" includes, without limitation, meetings (whether in person or virtual), telephone calls, text messages, emails, instant messages, or any other written or oral communications, whether formal or informal. For the avoidance of doubt, no preliminary, informal, exploratory, or courtesy communications should occur without the Authority's participation. Any communication with lenders or the Investor relating to the Project in which the Authority is not included shall constitute a breach of this Agreement. The Authority has no obligation to provide any financing for the construction or operation of the Project except as expressly set forth herein, including, without limitation, to provide operating subsidies related to any Public Housing Units and/or RAD Units developed in accordance with HUD Requirements. There shall be no lien or encumbrance on the Authority's fee interest in the Project Site, except as required under the HUD Requirements, if applicable. Without limiting the generality of the foregoing, in no event shall the Authority's fee interest in the Project Site be encumbered by a mortgage or other security interest.

Section 2.4 Developer Designation. Subject to events of Force Majeure as defined in Section 10.1(b), Developer will implement the Project in substantial accordance with the Schedule of Performance at Exhibit C. Developer will develop the Project in its own name and for its own account, and not as agent or contractor of the Authority.

Section 2.5 Affordability Requirements. The Parties anticipate that two (2) Units will be unrestricted manager's units, and three hundred six (306) rent-restricted Units will be subject to occupancy and affordability restrictions imposed by the Regulatory Agreements, and may be subject to restrictions applicable to other financing sources including those required under the HUD Requirements or as a condition to the disposition of the Project Site, other statutory or regulatory restrictions, or the agreements of the Parties. Pursuant to the Ground Lease, following foreclosure or deed in lieu of foreclosure of Developer's interest in the Project by any mortgagee permitted in accordance with the terms of the Ground Lease, the Project shall thereafter be subject to Post-Foreclosure Use Restrictions and restricted for occupancy by households whose gross household income does not exceed eighty percent (80%) of AMI. This requirement shall be included in the Ground Lease, shall not be subordinated, and shall survive the foreclosure of any mortgage, deed of trust or other lien recorded against the Project or the Project Site.

Section 2.6 Authority Commitments. Upon the performance by Developer of all its prior obligations with respect to the Project, as set forth herein, and upon such HUD approvals as may be required, the Authority shall take the following actions and execute and deliver such documents as are required to complete Closing. At the Closing for the Project, the Developer shall reimburse the Authority for its actual out-of-pocket legal and consultant costs related to the negotiation of this Agreement, the Ground Lease, the Authority Closing Documents and HUD

approvals of the transactions contemplated hereby incurred by the Authority on or prior to the Closing. In addition, the Developer acknowledges that the Authority provided it with certain studies and reports performed by the prior development partner ("**Prior Predevelopment Work**") and the Authority will be reimbursed for the costs associated with the Prior Predevelopment Work at Closing.

(a) Site Conveyance. Upon Closing, the Authority shall lease the Project Site through a ground lease substantially in the form attached hereto as Exhibit F (the "**Ground Lease**") which shall have been negotiated and executed. The Ground Lease will provide for, without limitation, subject to final negotiations with lenders and investors and HUD approval, a term of not less than sixty-five (65) years. A Memorandum of Ground Lease ("**Memorandum of Ground Lease**") shall be recorded in the Official Records at Closing for the Project prior to all financing documents and will be subordinate to any Regulatory Agreement required under the HUD requirements.

(b) Permission to Enter the Property. The Authority shall permit Developer to enter the Project Site prior to the Close of Escrow solely for purposes consistent with this Agreement provided that Developer indemnifies the Authority Indemnitees against any liability arising in connection with such entry as set forth in Section 3.1 (a)(1) below.

(c) Ground Lease Payments. The payment for the leasehold interest in the Project Site will be equal to the appraised value of the leasehold interest in the Property and may be structured as annual operating ground lease payments. Ground Lease payments shall be paid annually to the Authority out of Net Cash Flow and any unpaid lease payment shall accrue interest as set forth in the Ground Lease.

(d) Subdivision and Parcel Map. The Authority shall timely approve the application and recordation of the documents required to subdivide the Redevelopment Site and the related costs are considered Project Costs under the Multi-Phase Predevelopment Loan.

ARTICLE III CONDITIONS PRECEDENT TO PERFORMANCE AT CLOSING

Section 3.1 Mutual Conditions Precedent to Closing. The Parties' ability to perform responsibilities hereunder is substantially contingent upon actions by third parties over which Developer and Authority have limited control, upon factual circumstances which cannot be fully determined as of the date of this Agreement, and upon the negotiation of additional agreements (collectively, the "**Development Contingencies**"). The following Development Contingencies are conditions precedent to the obligations of both Parties to close escrow for the Project under Section 3.4:

(a) *Site Investigation; Due Diligence Investigation*. By the time set forth in the Schedule of Performance, Developer may make such investigations regarding the Project Site (including but not limited to Environmental Conditions) on or about the Project Site as the Developer deems appropriate. From and after the Effective Date until the Closing or earlier termination of this Agreement, the Authority shall afford authorized representatives of Developer access to the Project Site for purposes of satisfying Developer with respect to the condition of the Project Site and with respect to satisfaction of any conditions precedent contained herein,

including, without limitation, site inspections and engineering and environmental surveys. Developer shall indemnify, defend and hold harmless the Authority Indemnitees from and against any Claims arising in connection with physical damage to the property or other damage or injury to persons or property which results from Developer's investigations except to the extent arising from the Authority's gross negligence or willful misconduct or for the discovery of pre-existing conditions (which indemnity and defense obligations shall survive the expiration or earlier termination of this Agreement).

(b) *Ground Lease*. The Ground Lease and the Memorandum of Ground Lease required by Section 2.6(a) shall have been executed by the Authority and the Developer. The Developer and Authority shall have agreed upon the Ground Lease.

(c) *Relocation Plan*. The Developer and the Authority shall have agreed upon a Relocation Plan that complies with the requirements of Section 1.2 and Section 4.5 of the Master Development Agreement and attached hereto as Exhibit M.

(d) *Property Management and Re-Occupancy Plan*. The Developer and the Authority shall have agreed upon a Property Management and Re-Occupancy Plan.

(e) *Financing Plan*. Developer and Authority shall have agreed upon the Financing Plan attached hereto as Exhibit E.

(f) *Supportive Services Plan*. The Developer and the Authority shall have agreed to a Supportive Services Plan.

(g) *Resident and Local Hiring Plan*. The Developer and the Authority shall have agreed to a Resident and Local Hiring Plan in accordance with Section 2.4(i) and Article 10 of the Master Development Agreement and attached hereto as Exhibit I.

(h) *Sustainability Plan*. The Developer shall have presented for Authority review feasible sustainable building methods for the Project in accordance with Section 5.4 of the Master Development Agreement. The Developer and the Authority shall have agreed to a plan to be compiled by the Architect for meeting the energy-efficiency requirements of the State of Hawaii's and/or the City's most recent building code(s) and the sustainability goals of the Master Development Agreement and attached hereto as Exhibit K.

(i) *Additional Agreements to be Negotiated*. The following agreements (the "**Closing Documents**") shall have been negotiated for the Project in substance and form satisfactory to the Authority and the Developer executed by the respective parties thereto:

(1) Regulatory Agreements, as applicable, restricting the affordability of the rent-restricted Units in the Project;

(2) All loan and financing documents for the construction and permanent financing of the Project, including but not limited to the Amended and Restated Limited Partnership Agreement of the Owner;

(3) Guarantees pursuant to Section 4.3(c);

(4) LIHTC and syndication documents including the Owner Agreement and Developer guarantees to the Investor;

(5) Purchase Option and Right of First Refusal Agreement as described in Section 7.4; and

(6) Subdevelopment Fee Agreement and Asset Management Fee Agreement;

(7) Property Management Agreement and Managing Agent Agreement; and

(8) Operating subsidy documents in accordance with HUD Requirements.

(j) *Tax Credit Allocation*. Developer shall have obtained from issuing agencies such allocations of Low-Income Housing Tax Credits as will allow it to attract equity investments, which, when combined with all other sources of financing, are sufficient for the feasible development of the Project as reflected in the Financing Plan.

(k) *Funding Commitments for Closing*. The Project shall have received commitments for all of the sources of projected assistance as enumerated in the Financing Plan attached as Exhibit E, or any substitute financing obtained by the Developer and reasonably acceptable to the Authority, including but not limited to the commitments described below, and, all on terms acceptable to Developer, at Closing, all construction loans and funding sources necessary to begin construction shall be in a position to close concurrently with the Closing:

(1) The commitment of a LIHTC equity investment at projected or other commercially reasonable rates;

(2) The commitment of private loans and other financing sources under projected or other commercially reasonable terms and conditions;

(3) The commitment of all projected assistance or reasonable substitutions therefor, including grants, loans and land transfers from other governmental bodies.

(l) *Environmental Review*. The Developer shall comply with the Environmental Measures contained in Exhibit L.

(m) *Other Necessary Approvals*. The Developer shall have received all other necessary government approvals and permits for the Project.

(n) *Reimbursement of Predevelopment Costs*. The Developer and the Authority shall have provided for the reimbursement to each Party at Closing from the Project financing of the eligible, approved and budgeted Predevelopment Costs, including the Prior Predevelopment Work.

Section 3.2 Conditions Precedent to Authority Performance at Closing. The following are conditions precedent to Authority's obligation to enter into the Ground Lease and close escrow:

(a) *No Defaults*. The Developer shall not be in material default under this Agreement, after the expiration of any notice and cure period, and shall have completed all of its material predevelopment obligations required to be completed pursuant to this Agreement prior to Closing unless waived by Authority.

(b) *Construction Documents*. The Developer shall have prepared, or will have seen to the preparation of Construction Documents, including construction plans, budgets, schedules and a construction contract as provided in Article V.

(c) *Permits and Approvals*. The Developer shall have obtained (in its own name or, where appropriate and with the approval of the Authority, in the name of the Authority) all licenses, easements, zoning and approvals, and all building and construction permits necessary for construction of the Project, including commitments to provide the utilities necessary for the Project to the extent lenders or Investor require such commitments to be in place prior to commencement of construction.

(d) *Master Plan Certification*. The Developer shall have provided the Authority with a certification satisfactory to the Authority from the Architect that the Schematic Design Documents and Design Development Documents (each as defined in the Master Development Agreement) for the Project meet all requirements of the Master Plan.

(e) *Independent Report and Certification of Compliance with Accessibility Laws*. The Developer shall have provided the Authority with a written report from its Architect or an independent professional certifying that (i) it has reviewed the Plans and Specifications for the Project, (ii) the Plans and Specifications comply with all applicable State and Federal requirements concerning accessibility including, but not limited to, the Fair Housing Act of 1968, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended ("**Accessibility Requirements**"), and (iii) stating the number and type of Units that will be accessible in accordance with applicable Accessibility Requirements.

(f) *Financing Commitments and Documents*. The Developer shall have (a) included the Authority in all communications with lenders and the Investor up to the date of Closing as required by Section 2.3 of this Agreement and (b) provided to the Authority, for its review and approval, (i) evidence of firm financing commitments sufficient to complete the Project and (ii) the iterations of all legal documents required by lenders and the Investor for the Project as such iterations are circulated to the financing participants, including, without limitation, all loan agreements, deeds of trust, mortgages, security instruments, covenants or restrictions to be recorded, promissory notes and partnership and/or operating agreements (the "**Financing Documents**"), such Financing Documents shall not be finalized without the Authority's approval pursuant to Section 4.1(b).

(g) *Recording Order*. The Developer shall have submitted and the Authority shall have accepted a recording order for the Financing Documents and any use restriction or other lien or encumbrance to be filed against the Project Site.

(h) *Equity Investors*. The Developer shall have solicited Investors to join and make equity contributions to the Project as set forth in the Financing Plan. The Developer shall seek equity investment competitively so as to maximize the benefit to the Project, all factors considered, including, without limitation, the amount, timing, other terms of contribution and the totality of Developer's past experiences with such Investors in prior transactions similar to those contemplated herein. The Developer shall disclose to the Authority any offers which are received; shall prepare for the Authority's review a comparative analysis of the offers; and shall give the Authority advance notice of which investor is proposed for selection. Developer will give good faith consideration to any objections the Authority has to the selected Investor.

(i) *Payment of Predevelopment Loans*. The Developer shall have provided for the repayment from the Project financing of (i) the applicable portion of the loan evidenced by that certain Non-Negotiable Multi-Phase Predevelopment Loan Promissory Note Mayor Wright Homes from Managing Partner to the Authority, dated September 5, 2024 ("**Multi-Phase Predevelopment Loan**", and (ii) the loan evidenced by that certain Non-Negotiable Phase-Related Predevelopment Loan Promissory Note (Mayor Wright Homes Phase 1A) from Managing Partner to the Authority, dated September 5, 2024 ("**Phase-Specific Predevelopment Loan**"), which repayment amount is estimated to be approximately $[_____] as set forth in the Financing Plan (collectively, the "**Predevelopment Loan**").

(j) *HUD Approvals*. The Authority shall have received all approvals required by HUD to dispose of the Project Site to the Developer and to allocate development or rental subsidy resources to the Project pursuant to the HUD Requirements. The Developer shall provide to the Authority any documents required by HUD to complete HUD's review and obtain such approvals.

(k) *Environmental Measures*. The Developer shall have provided evidence of compliance with the Environmental Measures applicable as of the date of the Closing.

(l) *Property Management Plan and Property Management Agreement*. The Developer shall have provided the Authority for its review and approval a plan for marketing the Project, as well as for asset and property management including but not limited to admissions criteria, a tenant selection plan, and a tenant lease designed to achieve the short and long term viability of the Project in accordance with the Master Plan;

(m) *Developer Guarantees*. The Guarantor shall provide the guaranties required by Section 4.3(c).

(n) *Additional Requirements*. The Developer shall have provided to the Authority proof of insurance as required by Article IX, the bonds required by Section 6.4, applicable Regulatory Agreements, copies of the conventional loan and other financing documents, and such other documents and instruments as reasonably requested by the Authority.

(o) *Operating Agreement; Organizational Documents*. The Authority shall have reviewed and approved, and the parties to each shall have executed, the Operating Agreement. Developer shall deliver to Authority fully-executed originals of the foregoing agreement. The Developer shall have provided to the Authority certified copies of the formation and organizational documents and a good standing certificate for the Owner and the Managing Partner and any other managing member of the Owner.

(p) *Purchase Option and Right of First Refusal*. The Purchase Option and Right of First Refusal Agreement (as defined herein) for the Project shall have been executed.

(q) *Evidence of Compliance with MBE and WBE Participation Requirements of the MDA*. The Developer has provided satisfactory evidence that it has complied with Section 6.3 (c) of the MDA concerning MBE and WBE participation.

(r) *Compliance with Davis-Bacon and Other Laws*. The Developer has included a provision in the Construction Documents to require the general construction contractor to comply with Davis-Bacon and other applicable laws concerning applicable wages and labor standards.

(s) *Evidence of Compliance with Section 3 Policy and Local Hiring Requirements*. The Developer has provided the Authority with satisfactory evidence of compliance with then applicable components of the Resident and Local Hiring Plan and Section 3.

(t) *Evidence of Selection of Third Party Contractors*. The Developer shall have provided the Authority with satisfactory evidence that the Construction Contractor and all Third Party Contractors have been selected in accordance with Section 3.1(f) of the Master Development Agreement.

(u) Reserved.

The conditions set forth in this Section 3.2 shall have been satisfied as of the Closing, unless the Authority waives them in writing. If there is no waiver or satisfaction by the Closing, the Authority may terminate this Agreement upon written notice to Developer without further liability, except for such liability as may be provided for under any predevelopment loans or separate contracts to which the Authority is a party, entered pursuant to this Agreement and except for continuing indemnities provided elsewhere in this Agreement.

Section 3.3 Conditions Precedent to Developer's Performance at Closing. The following are conditions precedent to the Developer's obligation to lease the Project Site from the Authority and close escrow:

(a) *Project Site Condition Generally*. At Closing, there shall be no material adverse condition at the Project Site and or material adverse changes in the condition of the Project Site since the execution of this Agreement that would materially adversely interfere with the Project development.

(b) *Construction Documents*. The Authority shall have approved the Construction Documents required to be approved up to the time of Closing.

(c) *Title Insurance*. The Title Company shall be prepared to issue to the Developer all title insurance required by Section 3.6 to be delivered to Developer.

(d) *Financing Documents*. The Authority shall have approved the Financing Documents pursuant to Section 4.1(b).

(e) *Ground Lease*. The Ground Lease shall have been executed by the Authority and the Owner such that the Owner shall concurrently with Closing acquire a ground leasehold estate in the Project Site.

(f) *Government Approvals*. The Project shall have received (in its own name or, when appropriate and with the approval of the Authority, in the name of the Authority) all necessary governmental approvals and permits, including without limitation, all building and construction permits, licenses, easements, zoning and approvals necessary for the commencement of construction of the Project, including commitments to provide the utilities necessary for the Project, including the HUD Approvals.

(g) *Authority's Representation and Warranties*. At Closing, the Authority's representations and warranties set forth in Section 11.2 shall be true and correct in all material aspects as if made on and as of the Closing.

(h) *Final Map*. The final map, in a form approved by the Developer, for the Project has been recorded by the Authority.

(i) *No Litigation*. No litigation or claim with any governmental entity shall have been filed and be pending which may have a material, adverse impact on the Project.

(j) *No Authority Default*. No Event of Default on the part of the Authority shall exist and be continuing under this Agreement and the Authority shall have completed all of its material predevelopment obligations required to be completed pursuant to this Agreement prior to Closing unless waived by Developer.

(k) *Subsidy Documents*. Developer has executed or will concurrently execute all applicable documents for the provision of any federal subsidy in accordance with the HUD Requirements.

The conditions set forth in this Section 3.3 shall be satisfied as of the Closing, unless the Developer waives them in writing. If there is no waiver or satisfaction by the Closing, the Developer may terminate this Agreement upon written notice to the Authority without further liability, except for such liability as may be provided for under the Master Development Agreement, any predevelopment loans or separate contracts entered pursuant to this Agreement, and except for continuing indemnities provided elsewhere in this Agreement.

Section 3.4 Delivery of Site.

(a) *Authority's Obligation to Ground Lease*. Provided that the conditions precedent in Sections 3.1, 3.2 and 3.3 have been satisfied or expressly waived, the Authority and the Developer shall instruct Title Guaranty of Hawaii, LLC, or such other company that is mutually agreed upon by the Authority and Developer (the "**Title Company**") or other title company selected by mutual agreement, to complete the Closing as set forth below. Upon the Closing, the Authority shall deliver the Project Site to the Owner pursuant to the Ground Lease and subject only to the Permitted Exceptions.

(b) *Steps for Closing*. The Closing shall be completed as follows:

(1) By the Closing date set forth on the Schedule of Performance, the Authority shall obtain approval from the Authority Board for the disposition of a ground leasehold interest in the Project Site to the Owner.

(2) On or before the Closing date, the Authority shall execute, acknowledge, deposit and deliver to the Title Company, as necessary and appropriate, the Ground Lease, the Memorandum of Ground Lease and Closing Documents to which the Authority is a party.

(3) On or before the Closing date, the Owner shall execute, acknowledge, deposit and deliver to the Title Company, as necessary and appropriate, the Ground Lease, the Memorandum of Ground Lease, and the agreements listed in Section 3.1(a)(9).

(4) The Developer shall concurrently close on its construction financing and Investor equity for the Project.

(5) The Authority and the Developer shall instruct the Title Company to consummate the escrow and upon Closing, the Title Company shall record in the Official Records the Memorandum of Ground Lease and any other Closing Documents required to be recorded under the terms of this Agreement or the then applicable Financing Documents.

(6) The Title Company shall issue title policies to the Developer and the Authority, as required in Section 3.5.

(c) *Effect of Closing*. Once Closing has occurred, this Agreement will terminate, except with regard to any surviving indemnity provisions or other provisions that expressly survive the Closing, and the Ground Lease will govern the Parties' obligations as to matters set forth in them. In the event of any conflict between the Ground Lease and this Agreement, the provisions of the Ground Lease will govern. No termination of this Agreement, in and of itself, shall release the other Party from the obligations it has undertaken in the Ground Lease nor increase the rights and remedies it may have under such documentation.

Section 3.5 Conditions of Title.

(a) Permitted Title Exceptions. Within ninety (90) days following the execution of this Agreement (the "**Permitted Title Exceptions Date**"), the Developer shall provide written notice to the Authority of any matters shown on a preliminary title report for the Project Site that the Developer shall reasonably require to be removed from title prior to conveyance of the Project Site. Within sixty (60) days after the receipt of such notice from Developer, the Authority shall deliver to the Developer a notice setting forth those disapproved exceptions the Authority agrees to use good faith efforts (with the Developer's assistance if required) to eliminate prior to the Closing. If the Authority refuses to eliminate any of the disapproved exceptions prior to the Closing, the Developer may elect: (i) to waive such disapproval(s) and to accept title to the leasehold interest in the Project Site subject to such exceptions; or (ii) to terminate this Agreement. Title exceptions for which the Developer does not provide notice of disapproval or for which the Developer waives such disapproval pursuant to this Section 3.5(a) shall constitute Permitted Title Exceptions. The Authority shall convey a leasehold interest in the Project Site to the Owner under and subject to the provisions of the Ground Lease and subject only to the Permitted Title Exceptions. At its expense, the Authority shall remove at or before the Closing all monetary liens (collectively, "**Monetary Liens**") including without limitation: (1) all delinquent taxes, bonds and assessments and interest and penalties thereon; and (2) all other monetary liens, whether or not shown on the preliminary title report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with the Authority being fully responsible for any fees or penalties incurred in connection therewith). Monetary Liens shall not include a lien for non-delinquent general real property taxes prorated in accordance with this Agreement. Notwithstanding the foregoing, the Authority shall not be responsible for the removal of liens that result from the activities of Developer or Developer's employees, agents, or contractors.

(b) New Title Matters.

(1) From and after the Permitted Title Exceptions Date, the Authority shall not enter into any new agreements or contracts or modify any existing agreements or contracts related to or that may affect the Project Site without Developer's prior written consent, unless the same shall be cancelable without penalty or premium upon not more than thirty (30) days' notice from the Authority. The Authority will cancel all such contracts and agreements prior to Closing (unless otherwise agreed to by the Developer in writing).

(2) Without limiting the forgoing, the Authority shall be obligated, at the Authority's expense, to cure any title defect which is curable by the payment of money or the posting of a bond if such title defect arises after the Permitted Title Exceptions Date and on or before the Closing, and is caused solely by the Authority, its agents, contractors or employees.

(3) Notwithstanding the above, and subject to reasonable negotiation with relevant utility companies, in its mapping process, the Authority shall take all necessary action to remove any utility easements which would materially and adversely affect the Project.

Section 3.6 Title Insurance to be Issued at Closing. The Title Company shall issue to the Developer an ALTA extended coverage title insurance policy ("**Title Insurance Policy**") with such coinsurance or reinsurance and direct access agreements as the Developer may reasonably request, in an amount designated by the Developer, insuring that the leasehold estate in the Project

Site is vested in the Owner subject only to the Permitted Title Exceptions, and with the ALTA form endorsements and such other endorsements as may be reasonably requested by the Developer and the Investor. Authority shall execute and deliver at Closing the Title Company's standard form affidavit and indemnity required in order to issue the Title Insurance Policy. The Title Company shall issue to the Authority an ALTA Lender's policy of title insurance in the amount of each loan provided by the Authority, insuring that each mortgage is a lien on the leasehold estate, and that the Memorandum of Ground Lease and the Purchase Option and Right of First Refusal Agreement have been recorded, with such endorsements as may be reasonably requested by the Authority.

ARTICLE IV FINANCING ARRANGEMENTS

Section 4.1 Financing Plan and Financial Commitments. The Parties acknowledge that subject to financing commitments and other requirements, the Developer shall use diligent efforts to obtain financing commitments consistent with the Financing Plan. The Financing Plan shall consist of the information set forth in subsection (a) below. The items set forth in subsections (a)(1), (a)(2), and (a)(3) shall be attached hereto as Exhibit E for the Project. The remaining information in subsection (a) shall be submitted by the Developer to the Authority.

(a) Financing Plan.

(1) the approved Project Budget, which budget shall include any Predevelopment Costs paid by the Authority, Developer or Developer for the Project;

(2) the sources and uses analysis for the period of the construction for the Project, including an analysis of subsidized financing necessary from public entities, if any;

(3) the sources and uses analysis from the date of the origination of the permanent loan, including an analysis of subsidized financing from public entities for the Project, if any;

(4) the twenty (20)-year cash flow projections for the Project, including an analysis from the date of the issuance of the Certificate of Occupancy;

(5) the initial operating budget for the Project, including without limitation an operating reserve fund and capital replacement reserve fund;

(6) all underlying assumptions for each of the above, including terms, conditions, and pricing of all debt and equity; and

(7) a rent schedule showing the number of units by bedroom size and projected rent amount.

(b) *Approvals*. The Developer shall also submit to the Authority for approval any revisions to the Financing Plan for the Project. The Developer shall submit to the Authority for review any and all commitments for financing necessary to undertake the construction of the

Project and for permanent financing necessary for the Project consistent with Section 2.3 of this Agreement. The Developer shall further submit to the Authority for its reasonable approval copies of any proposed Owner agreements and funding agreements between the Developer and Investors; any documents proposed to be entered into by the Developer with respect to any subsidies; loan agreements and all other documents that the Developer and its proposed construction lender(s) and permanent lender(s) propose to execute in connection with such financing for the Project; and all communications described in Section 2.3 of this Agreement. With the exception of Financing Documents that are subject to Section 3.2(f), if the Developer does not receive approval or disapproval of any document submitted pursuant to this paragraph within twenty one (21) days, including the notice period required by Section 12.7(c), along with the specific reasons for any disapproval, such document may be deemed approved by the Authority as further provided in, and subject to the requirements of, Section 12.7. Notwithstanding the foregoing, the Authority shall not withhold approval of Financing Documents that are consistent with the terms of the final approved Financing Plan and that do not materially and adversely affect the rights of the Authority as contemplated herein and in the Ground Lease.

(c) *No Subordination*. The Authority will not approve any subordination of its fee interest in the Project Site to the interests of any lender or other funder other than any Regulatory Agreement required by HUD. Notwithstanding the foregoing, the Authority's Purchase Option under Section 7.4 shall be subordinate to Developer's construction and permanent financing pursuant to commercially reasonable terms to be negotiated in good faith between the Authority and Developer. The Ground Lease shall include a list of permitted subordinate liens.

Section 4.2 Intentionally omitted.

Section 4.3 Financing for the Development.

(a) *Authority Assistance*. The Authority will assist and support in good faith Developer's effort to obtain public and private financing for the Project, but shall have no obligation to provide any financing for the Project other than the public housing operating subsidies described in Section 2.3 of this Agreement that the parties expect will convert to Section 8 assistance pursuant to the Restore Rebuild program. Notwithstanding the foregoing, the Developer shall be primarily responsible for seeking all financing for the Project.

(b) *Developer Financial Information*. The Developer shall provide, and the Developer shall cause the Guarantor to provide, financial statements.

(c) *Guarantees*. The Guarantor or another Affiliate of Developer shall provide all guarantees required by investors and lenders, including, but not limited to, completion (development deficit), operating deficit, and tax credit recapture guarantees. The Guarantor shall provide a completion guaranty for the benefit of the Authority and in a form approved by the Authority and the Guarantor.

Section 4.4 Developer Fee and Other Fees.

(a) For developing the Project, Developer (or its Affiliates) and the Authority shall be

entitled to receive a development fee in the approximate amount of $27,352,277, subject to approval of lenders and investors (the "**Developer Fee**"); provided, however, that during the construction period, the Developer and its Affiliates shall earn no more than the amount allowable pursuant to restrictions imposed by Section 42 of the Code, HHFDC regulations, HUD Requirements or other applicable financing programs. If an Authority-Created 501(c)(3) or affiliate is admitted as a partner of Owner, the Developer Fee shall be paid as follows: four percent (4%) of the Developer Fee shall be paid to the Authority-created 501(c)(3) or affiliate, sixty-seven two tenths percent (67.2%) of the Developer Fee shall be paid to the Developer, and twenty-eight and eight tenths percent (28.8%) of the Developer Fee shall be paid to the Authority, all on a pro rata basis, the portion payable to the Authority being payable pursuant to a Subdevelopment Fee Agreement between the Developer and the Authority. To the extent supported by financing and allowable under HUD and State of Hawaii requirements, and subject to the approval of lenders and investors to the Project, the developer fee for the Project will be up to fifteen percent (15%) of total development costs, less approved reserves (such as operating reserves and replacement reserves) and less the developer fee itself. If the overall compensation to HPHA (including all fees, not just developer fee) is not attainable due to HHFDC, investor or lender limitations, then other methods will be explored to ensure that, as between HPHA and HCDC, HPHA and HCDC receive substantially the same percentages of compensation as initially projected. If the Authority does not create a 501(c)(3) or affiliate, then the Developer Fee shall be paid as follows: (x) if a third party non-profit not affiliated with the Authority ("Third Party Non-Profit") is admitted as a partner of Owner, Developer Fee shall be paid five percent (5%) to the Third Party Non-Profit, sixty-six and five tenths percent (66.5%) to the Developer and twenty-eight and five tenths percent (28.5%) to the Authority, on a pro rata basis; or (y) if no Third Party Non-Profit is admitted as a partner of Owner, seventy percent (70%) of the Developer Fee shall be paid to the Developer, and thirty percent (30%) of the Developer Fee shall be paid to the Authority on a pro rata basis.

(b) Except as expressly provided in the Owner Agreement or elsewhere herein, Developer (and its Affiliates) shall not receive any additional payment for providing goods or services to the Project except with the express written consent of the Authority. Developer will disclose any proposed relationship to the Authority and will provide the Authority sufficient information about the terms and conditions of the proposed relationship to enable the Authority to evaluate its propriety and commercial reasonableness. Without limiting the generality of the foregoing, Developer shall disclose to Authority in writing, and shall include in the Financing Plan, the interest rate, terms, and payee for any predevelopment loan that will be included in the development budget for the Project by an affiliate of the Developer. Pursuant to Section 6.1 of the Master Development Agreement, the Authority has provided or will provide a predevelopment loan for Project in accordance with the Master Development Agreement. Developer or Developer Affiliates shall be solely responsible for funding all predevelopment costs and expenses not covered by the Authority predevelopment loan that Developer reasonably believes must be incurred and paid prior to the Closing. At the Closing, Developer (or Developer's Affiliate, as applicable) shall be entitled to reimbursement of all such predevelopment costs and expenses so incurred, with interest at Developer's documented actual cost of funds consistent with industry standards for the development of affordable housing, but not to exceed six percent (6%) per annum and the Authority hereby consents to such reimbursements.

(c) All proposed fees associated with property management, including without limitation,

lease-up fees, management fee, accounting fees, set-up fees, reimbursement of eligible expenses, and charges for resident services shall be consistent with industry standards for multi-family residential developments similar to Project, and all such proposed fees shall be disclosed in writing to the Authority, shall be subject to the Authority's reasonable approval, and shall be included in the Financing Plan.

(d) The Authority has approved an up to $10,000 annual asset management fee for the Project to an affiliate of the Developer ("**HCDC Asset Management Fee**") and an up to $10,000 annual asset management fee to the Authority ("**HPHA Asset Management Fee**"). HCDC Asset Management Fee and the HPHA Asset Management Fee (together, "**Asset Management Fees**") shall be paid from Net Cash Flow in accordance with the asset management fee agreements. The Asset Management Fees will increase by three percent (3%) on an annual basis and will be cumulative and will accrue if unpaid.

(e) The Authority has approved a property management oversight fee to an affiliate of the Developer in the amount equal to up to two percent (2%) of effective gross income ("**PM Oversight Fee**") provided that the affiliate of the Developer pays fifty percent (50 %) of the PM Oversight Fee to the Authority ("**HPHA PM Fee**") upon receipt of any portion of the PM Oversight Fee pursuant to an HPHA Property Management Fee Agreement. Neither the PM Oversight Fee nor the HPHA PM Fee are cumulative. A fee in the amount of up to four percent (4%) of effective gross income ("**Management Agent Fee**") shall be payable to Management Agent, subject to negotiation with the Management Agent. Notwithstanding anything to the contrary in this Agreement, the amount of the PM Oversight Fee and Management Agent Fee shall be finalized according to the terms of the Owner Agreement.

ARTICLE V DESIGN

Section 5.1 Design in Conformance with Scope of Development and Concept Plan. In designing and constructing the Project, the Developer shall require the Architect to cause all subsequent design documents to be consistent with the Scope of Development, attached as Exhibit B, the Concept Plan, attached as Exhibit D approved by the Authority, and the Accessibility Requirements defined and described in Section 5.11 below. The Scope of Development and the Concept Plan shall establish the baseline design standards from which the Developer shall prepare all subsequent Design Development Documents. The Project shall be designed to satisfy all of the Development Goals described in the Master Development Agreement. The Project shall be designed in a manner to achieve a density that is economically feasible, while also taking into consideration the views of community stakeholders. The Developer shall seek input from community stakeholders in accordance with the Master Development Agreement.

Section 5.2 Design Documents. The Developer shall cause its Architect to proceed diligently to prepare Schematic Design Documents, Design Development Documents and Construction Documents for the Project, consistent with the Scope of Development and the Concept Plan, including, without limitation, such drawings as may reasonably be required to show the location, bulk, height and other principal external features of the Project. In connection with its submittal to the Authority for its approval, the Developer shall provide to the Authority the Design Development Documents in the form and at each of the stages described in Section 5.3, as

may reasonably be required by the Authority for its review. The Design Development Documents shall incorporate any conditions imposed by the City's planning and entitlements process.

Section 5.3 Submittal and Review of Design Development Documents. Within the times set forth in the Schedule of Performance, the Developer shall submit to the Authority the Design Development Documents in the following stages:

(a) *Design Development Drawings*. The Design Development Drawings shall be based on the Concept Plan and the Scope of Development. The Design Development Drawings shall indicate estimated structural dimensions, and delineation of site features and elevations, materials and colors, landscaping and other features. The drawings shall fix and describe all design features, as well as the size, character, and quality of the Project as to architectural, structural, and mechanical systems. Key details shall be provided in preliminary form. The Developer shall submit to the Authority the Master Plan, 50% and 100% Schematic Design and 50% Design Development plans in accordance with the Schedule of Performance in Exhibit C.

(b) *Final Plans and Specifications*. Final Plans and Specifications are to be a continuation of approved Design Development Drawings. The Plans and Specifications shall provide all the detailed information necessary to allow for the Developer to obtain the superstructure building permit, and shall provide all the detailed information necessary to obtain building or site permits to build the Project including complete building, site, landscape, requirements, standards, and specifications. The Developer shall provide material samples upon the reasonable request of the Authority.

Section 5.4 Project Approvals. Within the times set forth in Section 5.6, the Authority shall have the right to review and approve the Design Development Documents in order to ensure that the Project will be constructed with high quality architectural design and materials and to ensure consistency with the Scope of Development and the provisions of this Agreement. The Authority shall have the right to review and approve the Design Documents associated with each phase of the design process. The Authority shall provide to Developer written approval or disapproval. For purposes of this Article V, "approval" means approval of the Authority Executive Director or his or her designee.

Section 5.5 New Material Concerns. If the Authority determines that there are material changes which are not logical progressions from previously approved Design Development Documents or which raise material concerns that were not reviewable in previously approved Design Documents, then in approving or disapproving such Design Development Documents, the Authority shall act in its reasonable discretion.

Section 5.6 Approval Process. The Authority shall approve or disapprove submittals under this Article V within twenty (20) business days of receipt of the submittal from the Developer. In the event the Authority disapproves a submittal of the Design Development Documents pursuant to Section 5.4, the Authority shall submit a list of reasons for such disapproval to the Developer, together with its notice of disapproval. Upon receipt of such a list, the Developer shall have twenty (20) business days to resubmit a revised submission. Upon its receipt of a revised

submission, the Authority shall have five (5) business days (or in the event Authority Board action is required as soon as reasonably possible) to approve or disapprove of the revised design.

Section 5.7 No Change in Design Documents. Once the Authority has approved Final Construction Drawings, the Developer shall not make any changes in those documents which would materially impact the matters set forth in Section 5.3, excluding any change required for compliance with building codes or other government health and safety requirements, without the prior written approval of the Authority, which approval shall be granted in the Authority's reasonable discretion and within the time periods set out in Section 5.6. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the Authority's consent be required for any change orders associated with changes to the Scope of Development unless such change order (a) individually, increases the development budget by more than $50,000, or (b) such change order, when added to increases in the development budget caused by all previous change orders, increases the development budget by more than $250,000, or (c) represents a material change in the building materials or equipment, or the structural or architectural design or appearance of the Project as provided in the Scope of Development and Concept Plan approved by the Authority. The Developer shall not make any material change required for compliance with building codes or other government health and safety requirements without giving prior notice to the Authority.

Section 5.8 Submittal and Review of Construction Contract. Within the times set forth in the Schedule of Performance, the Developer shall submit to the Authority for its approval the proposed construction contract and other Construction Documents for the Project prepared in accordance with the Master Development Agreement.

Section 5.9 Additional Permits and Approvals. Within the times specified in the Schedule of Performance, Developer shall obtain all permits and approvals which are required by local jurisdictions prior to commencement of construction for the Project including building permits, but excluding any demolition permits. All applications for such permits and approvals shall be consistent with the approved Design Documents. The Developer shall not commence construction under a building or site permit, excluding any necessary demolition work pursuant to a separate agreement regarding demolition, until the Authority has approved the Plans and Specifications. The Developer acknowledges that execution of this Agreement by the Authority does not constitute approval by the City of any required permits, applications, or allocations, and in no way limits the discretion of the City in the permit, allocation and approval process.

Section 5.10 Authority Review. The Developer shall be solely responsible for all aspects of Developer's conduct in connection with the Project, including, but not limited to, the quality and suitability of the Plans and Specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the Authority with reference to the Project is solely for the purpose of determining whether the Developer is properly discharging its obligations to the Authority, and should not be relied upon by the Developer or by any third parties as a warranty or representation by the Authority as to the quality of the design or construction of the Project.

Section 5.11 Accessibility Requirements. The design and operation of the Project shall meet the program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8 or any applicable successor regulation, the Americans with Disabilities Act, and the Fair Housing Act and their implementing regulations. In addition, the Developer shall ensure that the percentage of accessible dwelling units complies with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, subpart C or any applicable successor regulation. The Developer shall employ a Certified Access Specialist to conduct an accessibility review of the Project and provide the Authority with a written report certifying compliance with State and Federal standards and identification of the number and type of accessible units.

ARTICLE VI CONSTRUCTION

Section 6.1 Commencement of Construction. Subject to events of Force Majeure as defined in Section 10.1(b), the Developer shall commence or cause to be commenced construction of the Project after the Closing and otherwise in accordance with the Schedule of Performance.

Section 6.2 Completion of Construction. The Developer shall diligently prosecute or cause to be prosecuted to completion the construction of the Project, and shall complete or cause to be completed the construction the Project no later than the time specified in the Schedule of Performance, subject to events of Force Majeure as defined in Section 10.1(b).

Section 6.3 Construction Pursuant to Plans.

(a) The Developer shall construct or cause to be constructed the Project substantially in accordance with the Final Construction Drawings, and the terms and conditions of all City and other governmental approvals.

(b) The Developer shall submit or cause to be submitted for Authority approval any proposed change in the Final Construction Drawings which materially changes the size, location or elevation of the Project or which would require an amendment to any approval or permits obtained from the City or other governmental agencies. The process for approving or disapproving change orders shall be negotiated further by the Authority and the Developer before the Closing.

(c) No change which is required for compliance with building codes or other laws, codes or regulation shall be deemed material. However, the Developer must submit or cause to be submitted to the Authority, in writing, any change that is required for such compliance within ten (10) business days after making such change, and such change shall become a part of the approved Final Construction Drawings, binding on the Developer.

Section 6.4 Construction Bonds. At Closing, the Owner shall require its contractor to procure and deliver to the Authority copies of labor and material (payment) bonds and performance bonds, or a dual bond which covers both payment and performance obligations, in a penal sum each of not less than one hundred percent (100%) of the scheduled cost of construction of the Project, and one hundred percent (100%) payment bond. Said bonds shall be issued by an insurance

company which is licensed to do business in the State and has a rating equivalent to A-.VII or as otherwise approved by the Authority. The labor and materials (payment) bond shall name the Authority as a co-obligee or assignee.

Section 6.5 Compliance with Applicable Law. The Developer shall cause all work performed in connection with the Project to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible to the Authority for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the Project.

Section 6.6 Non-Discrimination; Equal Opportunity; Section 3 Compliance. The Developer, for itself and its successors and assigns, and transferees agrees that in the construction, operation and management of the Project:

(a) It will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition, age, marital status, gender identity status, sex, sexual orientation, HIV status or Acquired Immune Deficiency Syndrome (AIDS) condition or perceived condition, or retaliation for having filed a discrimination complaint (nondiscrimination factors). The Developer will take affirmative action to ensure that applicants are considered for employment by the Developer without regard to the nondiscrimination factors, and that Developer's employees are treated without regard to the nondiscrimination factors during employment including, but not limited to, activities of: upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein;

(b) It will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors; and

(c) It will cause the foregoing provisions to be inserted in all contracts for the construction, operation or management of the Project entered into after the Effective Date of this Agreement; provided, however, that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, which is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, to be directed toward low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which

provide economic opportunities to low and very low income persons" and will comply with the HUD implementing regulations at 24 CFR 75 or any applicable successor regulations and the Resident and Local Hiring Plan in Exhibit I.

Section 6.7 Equal Opportunity/Non-Discrimination in Employment and Contracting Procedures, Including Utilization of Minority and Women Businesses. The Developer and the Authority acknowledge and agree that it is the policy of the Authority to promote and ensure equal opportunity through employment and in the award of contracts and subcontracts for construction. During the period of this Agreement, the Developer shall not discriminate on the basis of race, color, creed, religion, national origin, ancestry, disability, medical condition, age, marital status, gender identity status, sex, sexual orientation, HIV status or Acquired Immune Deficiency Syndrome (AIDS) condition or perceived condition, in the hiring, firing, promoting or demoting of any person. Subject to the foregoing, the Developer affirms its commitment to carry out the Section 3 compliance activities as required by applicable agreements.

(a) During the construction of the Project, the Developer shall provide to the Authority such information and documentation as reasonably requested by the Authority.

(b) The Developer shall use reasonable efforts to monitor and enforce, or shall cause its general contractor to monitor and enforce, the equal opportunity requirements imposed by this Agreement. In the event, after notice from the Authority and an opportunity to cure such failure as set forth in Article X of this Agreement, the Developer fails to use reasonable efforts to monitor or enforce these requirements, the Authority may declare the Developer in default of this Agreement and pursue any of the remedies available under this Agreement.

(c) As requested, the Authority shall provide such technical assistance necessary to implement this Section 6.7.

Section 6.8 Prevailing Wages. In the construction of the Project, the Developer shall pay an assure that all contractors and subcontractors pay the general prevailing wages as determined by the U.S. Department of Labor pursuant to the federal Davis Bacon Act and implementing rules and regulations. The Developer shall comply with all applicable reporting requirements. The Developer shall provide the Authority with any reports confirming the compliance with the Davis Bacon Act or state prevailing wage requirements.

Section 6.9 Progress Reports. Commencing upon Closing, until such time as the Developer is entitled to the issuance of a Certificate of Occupancy by the City, the Developer shall provide the Authority with monthly progress reports regarding the status of the construction of the Project, including the Developer's compliance with all applicable State and Federal requirements including, but not limited to the Resident and Local Hiring Plan.

Section 6.10 Entry by the Authority. The Developer shall permit the Authority, through its officers, agents, or employees, to enter the Project Site with advance written notice, at all reasonable times and in a safe, unobtrusive manner to review the work of construction to determine that such work is in conformity with the approved Plans and Specifications or to inspect the Project for compliance with this Agreement. The Authority is under no obligation to (a) supervise

construction, (b) inspect the Project, or (c) inform the Developer of information obtained by the Authority during any review or inspection, and the Developer shall not rely upon the Authority for any supervision, inspection, or information.

Section 6.11 Taxes. At all times both prior to and after obtaining any applicable property tax exemptions, the Owner shall pay prior to delinquency all real property taxes and assessments assessed and levied on the Project Site after the Owner takes title to a leasehold interest therein, and shall remove any levy or attachment made on the Project Site. The Owner may, however, contest the validity or amount of any tax, assessment, levy, attachment or lien on the Project Site.

Section 6.12 Hazardous Materials.

(a) *Certain Covenants and Agreements*. The Developer hereby covenants and agrees that:

(1) The Developer shall not knowingly cause or permit its contractors to case the Project or the Project Site or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Project in violation of any applicable law;

(2) The Developer shall keep and maintain the Project and each portion thereof in compliance with, and shall not cause or permit the Project or any portion thereof to be in violation of, any Hazardous Materials Laws;

(3) Upon receiving actual knowledge of the same, the Developer shall immediately advise the Authority in writing of: (A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer or the Project pursuant to any applicable Hazardous Materials Laws; (B) any and all Claims made or threatened by any third party against the Developer or the Project relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "**Hazardous Materials Claims**"); (C) the presence of any Hazardous Materials in, on or under the Project in such quantities which require reporting to a government agency; or (D) the Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project Site or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Project under any Hazardous Materials Laws. If the Authority reasonably determines that the Developer is not adequately responding to a Hazardous Material Claim, the Authority shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any such Hazardous Materials Claims and to have its attorney's fees in connection therewith paid by the Developer.

(4) Without the Authority's prior written consent, which shall not be unreasonably withheld or delayed, the Developer shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Project (other than in emergency

situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claims.

(5) Notwithstanding any contrary provision hereof, construction materials, gardening materials, household products, office supply products and janitorial supply products customarily used in the construction, maintenance, rehabilitation, or management of residential property, and which are used, stored, and disposed of in accordance with all applicable Hazardous Materials Laws may be used in connection with the construction and operation of the Project.

(b) *Indemnity*. Without limiting the generality of any other indemnification set forth herein, the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Authority) the Authority, any Affiliate of the Authority that participates as a partner of the Owner, and the City, and their respective board members, commissioners, directors, elected and appointed officers and officials, employees, members, agents, consultants, volunteers and representatives (all of the foregoing, the "**Authority Indemnitees**") from and against any and all Claims arising directly or indirectly, in whole or in part, out of: (1) the failure of the Developer or any other person or entity, except for the Authority and the Authority Indemnitees, to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Project subsequent to the conveyance of the Project Site to the Owner; (2) the presence in, on or under the Project of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Project which presence, discharge, or release occurred after the date of the Ground Lease; or (3) any activity carried out on, or undertaken on or adjacent to the Project subsequent to the conveyance of the Project Site to the Owner, by the Developer or any of its affiliates, employees, agents, contractors or subcontractors, or any third persons except for the Authority and the Authority Indemnitees, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Project (collectively "**Indemnification Claims**").

The foregoing indemnity shall further apply to any residual contamination in, on or under the Project or the Project Site, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials subsequent to the conveyance of the Project Site to the Owner pursuant to the Ground Lease, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this subsection shall survive expiration or earlier termination of this Agreement, and shall remain in full force and effect, except that this indemnity shall not apply to contamination that first occurs after termination of the Ground Lease (as documented by a Phase I environmental report and, if needed, a Phase II environmental report performed by the Lessee upon the termination of the Ground Lease) or contamination caused by the gross negligence or willful misconduct of the Authority, any affiliate of the Authority, or Authority Indemnitees.

Notwithstanding anything to the contrary herein, Developer shall not be liable under this Section 6.12 for any claims or other liabilities resulting from circumstances under the Authority's

control, including without limitation, any condition existing on the Project Site prior to the effective date of the Ground Lease, as previously identified in [(i) the Phase I Environmental Site Assessment, prepared by Weston Solutions, Inc. and dated July 2016 (the "**Phase I Report**"); (ii) the Phase II Environmental Site Assessment, prepared by Weston Solutions, Inc. and dated July 5, 2018 (the "**Phase II Report**"); (iv) the Final Environmental Impact Statement dated February 2018 (collectively, the "**Environmental Reports**")]; or (v) any other environmental report provided to the Authority prior to the effective date of the Ground Lease, or for any claim or other liability caused by the negligent acts of the Authority or its agents other than Developer.

(c) *No Limitation*. The Developer hereby acknowledges and agrees that the Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under subsection (b) above, are in no way limited or otherwise affected by any information the Authority may have concerning the Project Site and/or the presence in, on or under the Project Site of any Hazardous Materials, whether the Authority obtained such information from the Developer or from its own investigations, unless the Authority intentionally and knowingly withholds such information from Developer, and except as otherwise expressly provided herein.

(d) *Environmental Work*. After Closing the Developer shall be responsible for performing the work of any investigation and remediation which may be required by applicable law on the Project Site in order to develop the Project. The determination as to whether any such remediation is needed, and as to the scope and methodology thereof, shall be made by mutual agreement of the governmental agency with responsibility for monitoring such remediation, the Authority and the Developer. During the term of the Ground Lease, the Developer shall notify the Authority promptly upon discovery of any actionable levels of Hazardous Materials, and upon any release thereof, and shall consult with the Authority in order to establish the extent of remediation to be undertaken and the procedures by which remediation thereof shall take place. The Developer shall comply with, and shall cause its agents and contractors to comply with, all laws regarding the use, removal, storage, transportation, disposal and remediation of Hazardous Materials. The investigation and remediation work shall be carried out in accordance with all applicable laws (including Hazardous Materials Laws) and such other procedures and processes as may be described in this Agreement.

(e) *Developer Right to Terminate*. If, prior to the Closing, Developer discovers Hazardous Materials, the cost of remediation of which exceeds the amount of insurance proceeds available for payment to Developer pursuant to any applicable insurance policy, then Developer, subject to the conditions set forth below, shall have the right to terminate this Agreement by delivery of thirty (30) days' written notice to Authority. Developer's right so to terminate this Agreement shall be subject to the condition precedent that Developer shall first have: (a) submitted to Authority any and all information then available to Developer as to the nature and scope of the Hazardous Materials discovered and as to the cost estimated to remediate them, if any such cost estimate exists, and (b) offered to Authority the right, within six (6) months after receipt of such information, or such longer period of time as may reasonably be required by Authority to obtain competitive bids for the work, to elect, at its sole and absolute discretion, to cause such work to be performed, at Authority's sole cost and expense, to the satisfaction of Developer; provided however, the Parties will cooperate to expeditiously address Hazardous Materials discovered after the date upon which low-income housing tax credits are allocated to the Project and in all events

shall avoid jeopardizing compliance with construction completion/placed in service deadlines. Unless the Developer makes a reasonable determination that the remediation work cannot be completed prior to any applicable construction completion or placed in service deadlines, if the Authority so elects and causes such work to be performed as soon as reasonably possible, then Developer shall not have the right to terminate this Agreement under this Section 6.12(e).

(f) Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, Developer's termination rights set forth in this Section 6.12(e) shall not apply to the discovery of Hazardous Materials that have migrated onto the Project Site from adjoining properties developed, controlled or operated by Developer or Developer affiliates, nor shall the Authority have any obligation to remediate any such Hazardous Materials.

Section 6.13 AS-IS Conveyance. The Ground Lease shall convey a leasehold interest in the Project Site in its "AS-IS, WHERE-IS, WITH ALL FAULTS" condition with no warranties or representations by the Authority concerning the condition of the Project Site, including without limitation, the presence or absence of any Hazardous Materials, except as expressly provided in writing. Developer hereby agrees and acknowledges that except in the event of any fraud, misrepresentation, or withholding of information by Authority: (i) neither Authority, nor anyone acting for or on behalf of Authority, has made any representation, statement, warranty or promise to Developer concerning the development potential or condition of the Project Site; (ii) in entering into this Agreement, Developer has not relied on any representation, statement or warranty of Authority, or anyone acting for or on behalf of Authority, other than as may expressly be contained in writing in this Agreement; (iii) all matters concerning the Project Site have been or shall be independently verified by Developer and that the Owner shall lease the Project Site based upon Developer's own prior examination thereof; and (iv) THAT THE OWNER SHALL LEASE THE PROJECT SITE, IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR.

Section 6.14 City and Other Governmental Authority Permits. Before the commencement of construction or development of any buildings, structures or other work of improvement upon the Project Site, the Developer shall secure or cause to be secured any and all permits or other authorizations, which may be required by the City or any other governmental agency regulating such construction, development or work. The Authority shall provide all assistance deemed appropriate by the Authority to the Developer in securing these permits. Costs and fees associated with Developer's performance under this Section shall be a cost to the Project.

Section 6.15 Planning/Zoning Approvals for the Project Site. It shall be the responsibility of the Developer to ensure that the zoning of the Project Site shall be such as to permit the development and use of the Project Site in accordance with the provisions of this Agreement. The Authority shall cooperate with the Developer in seeking any variances, conditional use permits, parcel maps or other discretionary approvals, to implement this Agreement. Costs and fees associated with Developer's performance under this Section shall be a cost to the Project.

Section 6.16 Environmental Measures. The Developer and the Authority have agreed to implement Environmental Measures in accordance with Exhibit L ("**Environmental Measures**").

ARTICLE VII OWNERSHIP, OPERATION AND DISPOSITION OF PROJECT SITE

Section 7.1 Ownership. Units developed pursuant to this Agreement shall be owned by the Owner, and all net income therefrom shall be subject to the terms and provisions of the documents governing the operation of the Project, including without limitation, the Ground Lease. The Project will be owned and operated by the Owner in which the managing general partner will be Managing Partner or its Affiliate and the Authority may participate in the Owner as described in Section 2.2(a) herein.

Section 7.2 Property Management and Management Agent. Developer, through a professional property manager or property management company ("**Management Agent**"), shall manage the Project or cause it to be managed pursuant to a management agreement and management plan that are subject to the Authority's review and approval. Any property manager or management company retained to act as agent for Developer in meeting the obligation of providing a property manager shall be subject to prior written approval of the Authority, which approval shall not be unreasonably withheld or delayed. In exercising its approval rights hereunder, the Authority may require proof of ability and qualifications of the management company based upon (i) prior experience, (ii) assets, (iii) insurance coverage, and (iv) other factors determined by the Authority as reasonably necessary. Furthermore, upon sixty (60) days prior written demand from the Authority for cause in the Authority's reasonable discretion, Developer shall remove and replace a property manager or property management company. The Managing Partner shall select a replacement property manager or property management company and shall offer such replacement manager to the Authority for approval, which will not be unreasonably withheld. In any agreement with a property management company ("**Management Agreement**"), Developer shall expressly reserve the right to terminate such agreement with cause. That notwithstanding, the Authority agrees that the Management Agent shall be entitled to a sixty (60)-day notice of default and a reasonable opportunity to cure before any such termination.

Section 7.3 Approval of Operating Budgets; Financial Statements; Books and Records. The Authority shall have the right to review and approve the annual operating budgets for the Project, which approval shall not be unreasonably withheld. The Owner shall submit to the Authority a proposed annual operating budget for the Project not later than sixty (60) days prior to the beginning of each fiscal year during the term of the Ground Lease. The proposed budget shall include a description of anticipated repairs and capital replacements to be undertaken in the next fiscal year. In addition, the Owner shall be required to annually submit to the Authority a copy of audited financial statements for the Project within ninety (90) days following the end of each fiscal year, but in no event later than April of each year, during the term of the Ground Lease, except that the Owner shall not be required to submit a copy of audited financial statements for the Project for the first fiscal year that the Project is operating until no later than July of such year. The Authority shall have the right to inspect all books and records related to the development, operation and management of the Project.

Section 7.4 Purchase Option and Right of First Refusal. If the Owner provides notice to the Authority of its intent to sell its general partnership interest or member interest as the case may be, the Authority (directly or through an Affiliate) shall have options (the "**Purchase**

Options") to acquire the entire ownership interest in the Project (and the lessee's interest in the Ground Lease) after the Tax Credit Compliance Period. The aggregate price to be paid by the Authority or its Affiliate shall be negotiated in connection with the Authority's approval of an Investor and shall be no less than the greater of the Right of First Refusal price or the fair market value of such property or interests, unless Section 42 of the Code is amended to permit the price to be the same as the Right of First Refusal price and as long as this is acceptable and part of the Investor terms. The Developer and the Authority shall make diligent efforts to structure the transaction with investors so as to minimize the exit tax liability, with a target level of such taxes mutually established by the Authority and the Developer that the Developer will make reasonable efforts not to exceed.

In addition to the Purchase Options, commencing upon the close of the Tax Credit Compliance Period, if the Owner provides notice to the Authority of its intent to sell its general partnership interest or member interest as the case may be, the Authority (either directly or through an Affiliate) shall have a right of first refusal (the "**Right of First Refusal**") to acquire the entire ownership interest in the Project (and the lessee's interest in the Ground Lease) for the sum of the outstanding indebtedness and limited partners' exit tax liability in accordance with Section 42(i)(7) of the Internal Revenue Code of 1986, as amended. The Authority (or its Affiliate) shall be entitled to exercise the Right of First Refusal within one hundred twenty (120) days following the Owner's or Developer's receipt of an offer to purchase such interests in the Project (together with the lessee's interest in the Ground Lease) that each of the partners or members of the Owner is prepared to accept.

The Developer shall be responsible for tax credit shortfalls and deficiencies that have arisen as a result of acts or occurrences that took place during the time that the Developer or its Affiliate has served as general partner or member of the Owner and that the Investor requires to be paid upon exercise of either the Purchase Option or Right of First Refusal. The terms of the Purchase Option and Right of First Refusal shall be negotiated between the Parties and subject to the requirements and approval of the Investor prior to and as a condition precedent to the Closing and shall be set forth in Purchase Option and Right of First Refusal Agreements for the Project (the "**Purchase Option and Right of First Refusal Agreements**").

If the Project is performing in accordance with High Performer Standards as defined in 24 C.F.R. 902.11(a) as the Parties have defined in the Ground Lease, the Authority shall consider partnering with the Developer to lead the effort to secure replacement financing and/or acquisition and rehabilitation, as mutually agreed by the Developer and Authority. The Authority will enter into good faith negotiations and depending on market conditions, interest rate environment, and necessary project improvements or desired modernization goals and the Developer would evaluate with Authority the available refinancing and acquisition/rehabilitation options available at that time and select the best course of action for the long-term viability of the Project.

ARTICLE VIII OBLIGATIONS WHICH CONTINUE THROUGH AND BEYOND THE COMPLETION OF CONSTRUCTION; ASSIGNMENT AND TRANSFERS

Section 8.1 Maintenance. The Developer hereby agrees that, upon Closing, and prior to completion of the construction of the Project, the Project Site shall be maintained in a neat and orderly condition to the extent practicable and in accordance with industry health and safety standards.

Section 8.2 Non-Discrimination. The Developer covenants by and for itself and its successors and assigns acting as Developer that there shall be no discrimination against or segregation of a person or of a group of persons on account of race; sex, including gender identity or expression; sexual orientation; color; religion; marital status; familial status; ancestry; disability; age; or human immunodeficiency virus infection in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site or of the Project by the Developer, nor shall the Developer or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the Project Site or of the Project.

Section 8.3 Mandatory Language in All Subsequent Deeds, Leases and Contracts. All deeds, leases or contracts entered into by the Developer on or after the date of execution of this Agreement as to any portion of the Project shall contain the following language:

(a) In Deeds: "Grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race; sex, including gender identity or expression; sexual orientation; color; religion; marital status; familial status; ancestry; disability; age; or human immunodeficiency virus infection in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In Leases (except for leases from the Developer to a residential tenant): "The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns and all persons claiming under the lessee or through the lessee that his lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race; sex, including gender identity or expression; sexual orientation; color; religion; marital status; familial status; ancestry; disability; age; or human immunodeficiency virus infection in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased."

(c) In Contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race; sex, including gender identity or expression; sexual orientation; color; religion; marital status; familial status; ancestry; disability; age; or human immunodeficiency virus infection in the sale, lease, sublease, transfer, use, occupancy, tenure or

enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees of the land."

Section 8.4 Employment Opportunity. During the operation of the Project, there shall be no discrimination by the Developer on the basis of race, sex including gender identity or expression, sexual orientation, age, religion, color, ancestry, disability, marital status, arrest and court record, reproductive health decision, or domestic or sexual violence victim status in the hiring, firing, promoting, or demoting of any person engaged in the operation of the Project.

Section 8.5 Transfer.

(a) For purposes of this Agreement, "**Transfer**" shall mean any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in the Project, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, an owner interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Project is transferred and Developer retains title. The term "**Permitted Transfer**" shall mean (a) the admission or withdrawal of limited partners in the Owner; (b) the transfer of interests in the limited partners of the Owner; (c) the leasing of any single unit in the Project to a tenant in compliance with the Regulatory Agreements, as applicable; (d) the transfer of this Agreement to the Owner; (e) the removal of the general partners by the limited partners pursuant to the terms of the Owner Agreement, (f) the granting of any security interests pursuant to the terms of financing for the Project pursuant to the approved Financing Plan, and (g) the substitution of an Affiliate of the Developer as a general partner or limited partner of the Owner.

(b) No Transfer other than Permitted Transfers shall be permitted without the prior written consent of the Authority, which the Authority may withhold in its sole discretion. The Authority will not unreasonably withhold consent to the granting of any easements necessary for the development of the Project Site as contemplated herein. The Authority may approve in writing other Transfers as requested by the Developer. In connection with such request, there shall be submitted to the Authority for review all instruments and other legal documents proposed to effect any such Transfer. If a requested Transfer is approved by the Authority such approval shall be indicated to the Developer in writing. Such approval shall be granted or denied by the Authority within thirty (30) days of receipt by the Authority of Developer's request for approval of a Transfer.

(c) The Owner Agreement shall specify that in the case of a Capital Transaction or Liquidation of the Owner, a percentage of the proceeds from the Capital Transaction or from the liquidation of the Owner shall be distributed to the Authority to pay for any Base Rent or Accrued Based Rent due under the Ground Lease.

Section 8.6 Encumbrance of Property. Except as otherwise provided in this Agreement, the Developer shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Project Site or part thereof other than a lien for

current taxes, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Project Site, except with the prior written consent of the Authority. The Developer shall notify the Authority in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or the Project Site, and of any encumbrance or lien that has been created on or attached to the Project Site whether by voluntary act of the Developer or otherwise.

ARTICLE IX INSURANCE

Section 9.1 Developer. The Developer shall maintain and keep in full force and effect and shall cause all of its Contractors to maintain and keep in full force and effect, during the term of this Agreement and the Ground Lease the policies of insurance described in this Section. Each liability policy shall name the Authority, any affiliate of the Authority participating as a partner in the Owner, and their respective board members, commissioners, directors, elected and appointed officers and officials, employees, agents, and consultants as additional insureds. The property insurance policies shall name the Authority as loss payee as its interests may appear. Each policy shall be underwritten and issued by reputable companies authorized to do business in the State with an A.M. Best's rating of not less than A:VII, shall not be subject to cancellation without thirty (30) days' prior written notice to the Authority, and shall be primary and non-contributing to any insurance carried by the Authority. Any language purporting to limit the insurer's liability for failure to give the required 30-day prior written notice shall be unacceptable to Authority. Developer shall provide the Authority with certificates of insurance and endorsements evidencing the required insurance, and upon request, copies of all insurance policies. All liability policies shall be written on an occurrence basis.

(a) Commercial General Liability (CGL) insurance, insuring for legal liability of the Developer, and caused by bodily injury, property damage, personal injury or advertising injury, contractual liability, and products and completed operations arising out of the ownership or management of the Project and including the costs to defend such actions brought against the Owner. Limits of the policy shall be not less than Five Million Dollars ($5,000,000) per occurrence; provided however, during the period prior to the start of construction such limit may be reduced to Two Million Dollars ($2,000,000). During construction, the Owner shall be obligated to maintain CGL coverage consistent with the requirements of this paragraph with coverage in the amount of Two Million Dollars ($2,000,000) and the general contractor shall be required to maintain CGL coverage consistent with the requirements of this paragraph with coverage in the amount of Five Million Dollars ($5,000,000). Upon completion of construction, the Owner shall be required to maintain CGL coverage consistent with the requirements of this paragraph with coverage in the amount of Five Million Dollars ($5,000,000).

(b) Worker's Compensation insurance, insuring for occupational disease or injury and employer's liability, and covering the Developer's full liability for statutory compensation to any person or persons who perform work for the Developer or perform duties on the Project Site, and liability to the dependents of such persons. The policy will be in a form and amount which complies with the worker's compensation acts and safety laws of the State. Worker's Compensation limits shall be not less than One Million Dollars ($1,000,000) per occurrence;

(c) Automobile Liability insurance, insuring for legal liability of the Developer, and caused by bodily injury, property damage, or personal injury arising out of the ownership or use of motor vehicles, including uninsured motorist liability, and including the costs to defend such actions brought against the Developer. Limits of the policy shall be not less than One Million Dollars ($1,000,000) each person and One Million Dollars per accident for bodily injury, and One Million Dollars ($1,000,000) per accident or Two Million Dollars ($2,000,000) combined single limit for property damage;

(d) As further described in the Ground Lease, Property insurance covering the Project, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the Authority, naming the Authority as a loss payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations; and

(e) Upon Closing, Builder's Risk insurance, insuring for all risks of physical loss of or damage (including the perils of fire, vandalism and malicious mischief, excluding the perils of earthquake, and excluding the perils of flood unless specifically required by the Authority) to the Project, and personal property of the Developer used to maintain or service the Project construction. Limits of policy will be the estimated replacement value of the completed the Project.

ARTICLE X TERMINATION FOR CAUSE

Section 10.1 Events of Default by the Developer.

(a) The following shall constitute an "**Event of Default**" by the Developer:

(1) if Developer shall fail to use diligent efforts to comply with the Schedule of Performance (other than due to Force Majeure as defined in Section 10.1(b)) and such failure shall continue after expiration of the notice and cure period set forth in Section 10.3(a); or

(2) if Developer shall materially breach or fail to diligently pursue its obligations under this Agreement (other than due to Force Majeure as defined in Section 10.1(b)) and such failure shall continue after expiration of the notice and cure period set forth in Section 10.3(a); or

(3) any fraud or willful misconduct on the part of the Developer or any of its general partners; or

(4) if the Developer or any of its general partners (i) is or becomes insolvent or bankrupt or otherwise ceases to pay its debts as they mature or makes any arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for the Project or for any substantial part of either; (ii) institutes any bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding under the laws of any jurisdiction, or any such proceeding is instituted against the Developer in any jurisdiction which is not stayed or dismissed within 90 days after its institution; (iii) files any action or answer admitting, approving or consenting to any such proceeding; (iv) becomes subject to levy of any

distress, execution or attachment upon its property which interferes with its performance hereunder, and the Developer fails within 90 days to discharge such levy, execution or attachment, or to substitute another entity (whether or not an Affiliate) acceptable to the Authority to perform the obligations of the Developer without material delay in performance; or (v) is convicted of any criminal offense or violation of law.

(5) A material Event of Default hereunder by the Developer with respect to any portion of the Project shall constitute an Event of Default by the Developer for which the Authority may exercise any of its remedies under this Agreement with respect to the Developer.

(b) For purposes hereof, "**Force Majeure**" shall mean causes beyond the control and without the fault or negligence of Developer. Such causes shall include without limitation: (i) acts of God, or of the public enemy, (ii) court order, acts, delays, failure or refusal to act on the part of a governmental entity in either its sovereign or contractual capacity, (iii) acts of a contractor other than Developer, or subcontractor, in the performance of an agreement with the Authority (and not pursuant to a contract with the Developer), (iv) riots, war or acts of terrorism, (v) fires, (vi) floods or earthquakes, (vii) strikes or lockouts, (ix) freight embargoes, (x) litigation, (xi) non-issuance of permits, (xii) lack of HUD approval (if applicable), (xiii) unusually severe weather, (xiv) the presence of Hazardous Materials or archaeological finds on the Project Site, (xv) delays of subcontractors or suppliers at any tier arising from unforeseeable causes, or (xvi) in connection with any action that the Authority is required to take pursuant to this Agreement, the Authority's failure to act within the applicable time period specified in this Agreement.

Section 10.2 Events of Default by the Authority.

(a) The following shall constitute an "**Event of Default**" by the Authority:

(1) if the Authority shall fail to perform its obligations under this Agreement and such failure shall continue after expiration of notice and cure periods set forth in Section 10.3(a); or

(2) any fraud or willful misconduct on the part of the Authority.

(b) It shall not be an Event of Default if any failure by Authority arises due to Force Majeure. For purposes hereof, "Force Majeure" shall mean causes beyond the control and without the fault or negligence of Authority. Such causes shall include without limitation: (i) acts of God, or of the public enemy, (ii) court order, acts, refusal, delay or failure to act on the part of a governmental entity (other than the Authority) in either its sovereign or contractual capacity, (iii) acts of another contractor or subcontractor in the performance of an agreement with the Developer (and not pursuant to a contract with the Authority or an Affiliate of Authority), (iv) riots, war or acts of terrorism, (v) fires, (vi) floods or earthquakes, (viii) strikes or lockouts, (viii) freight embargoes, (ix) litigation, (xii) non-issuance of permits, (xiii) lack of HUD approval (if applicable), (xiv) unusually severe weather, (xv) the presence of Hazardous Materials or archeological finds on the Project Site, or (xvi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes.

Section 10.3 Procedure for Termination For Cause/Remedies.

(a) The occurrence of any event described in Sections 10.1(a)(1), 10.1(a)(2), 10.2(a)(1) or 10.2(a)(2) shall not constitute an Event of Default unless the non-defaulting Party has delivered written notice of default to the defaulting Party, and such defaulting Party shall fail to cure the default within thirty (30) days from its receipt of such notice or, if such cure cannot reasonably be completed within such thirty (30) day period, fails to commence such cure or having commenced, does not prosecute such cure with diligence and dispatch to completion within a reasonable time period thereafter, provided that such time period does not exceed 120 days. Notwithstanding the foregoing, if any event described in Sections 10.1(a)(1), 10.1(a)(2), 10.2(a)(1) or 10.2(a)(2) occurs within thirty (30) days of Closing, the defaulting Party shall have only until Closing to cure such default.

(b) Upon the occurrence of an Event of Default by either Party, the non-defaulting Party shall be entitled to all remedies permitted by law or at equity, including but not limited to specific performance.

(c) Except with respect to any rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law, in equity or by this Agreement, are cumulative, and not in derogation of other rights and remedies found in this Agreement, or after Closing, in the Ground Lease. The exercise by either Party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach, or the exercise of any of such remedies for any other default or breach by the other Party. No waiver made by either Party with respect to the performance, or manner or time of performance, or any obligation of the other Party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

ARTICLE XI REPRESENTATIONS AND WARRANTIES

Section 11.1 Developer's Warranty of Good Standing and Authority. Developer represents and warrants to the Authority as follows:

(a) *Organization*. Developer is duly organized and validly existing, is in good standing under the laws of the State, and has the power and authority to own its property and carry on its business as now being conducted.

(b) *Authority of Developer*. Developer has full power and authority to execute and deliver this Agreement, to execute and deliver the Ground Lease and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) *Authority of Persons Executing Documents*. This Agreement and all other documents or instruments executed and delivered or to be executed and delivered pursuant or in

connection with this Agreement, have been executed and delivered, or will be executed and delivered, by persons who are duly authorized to execute and deliver the same for and on behalf of Developer, and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement, the Ground Lease, and all other documents or instruments executed and delivered or to be executed and delivered pursuant to or in connection with this Agreement, have been duly taken or will have been duly taken (to the extent such actions are required) as of the date of execution and delivery of the above-named documents.

(d) *Valid and Binding Agreements*. This Agreement, the Ground Lease and all other documents or instruments which have been executed and delivered or will be executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute, legal, valid and binding obligations of Developer, enforceable against it in accordance with their respective terms, subject to the laws affecting creditors' rights and principles of equity.

(e) *No Breach of Law or Agreement*. Neither the execution nor delivery of this Agreement, the Ground Lease, or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to or in connection with this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

(f) *Pending Proceedings*. Except as disclosed in writing to the Authority prior to execution of this Agreement, Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and, to the best of its knowledge, there are no claims, actions, suits or proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer or the Project at law or in equity, before or by any court, board, commission or agency whatsoever.

(g) *Financial Statements*. The financial statements of Developer and other financial data and information furnished by Developer to the Authority fairly present the information contained therein. As of the date of this Agreement, there has not been any adverse, material change in the financial condition of Developer from that shown by such financial statements and other data and information.

Section 11.2 Authority's Warranty of Good Standing and Authority. The Authority represents and warrants to Developer that (i) the Authority is a duly organized, validly organized, public body, corporate and politic, and is in good standing under the laws of the State, (ii) the Authority has all necessary power and authority under State law, (iii) this Agreement has been duly entered into and is the legally binding obligation of the Authority, (iv) this Agreement will not violate any judgment, law, consent decree, or agreement to which the Authority is a party or is subject to, and will not violate any law or ordinance under which the Authority is organized, and

(v) there is no claim pending, or to the best knowledge of the Authority, threatened, that would impede the Authority's ability to perform its obligations hereunder.

ARTICLE XII MISCELLANEOUS

Section 12.1 Term. This Agreement shall commence upon the Effective Date, and unless sooner terminated in accordance with the provisions herein shall terminate as to the Project upon Closing; provided however all indemnification provisions incorporated in this Agreement shall survive the Closing or earlier termination of this Agreement.

Section 12.2 Decision Standards. In any approval, consent or other determination by any party required under this Agreement, the party shall act reasonably and in good faith, unless a different standard is explicitly stated. "Good faith" shall mean honesty in fact in the conduct or transaction concerned based on the facts and circumstances actually known to the individual(s) acting for the party. "Discretion," "sole discretion," "option," "election" or words of similar import in this Agreement denote the party's privilege to act in furtherance of the party's interest.

Section 12.3 Notices. Any notice or other communication given or made pursuant to this Agreement shall be in writing and shall be deemed given if (a) delivered personally or by courier, (b) electronic mail, (c) sent by overnight express delivery, or (d) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party):

If to the Authority:	Hawaii Public Housing Authority 1002 North School Street Honolulu, HI 96817 Attn: Hakim Ouansafi, Executive Director Email: hakim.ouansafi@hawaii.gov
with a copy to:	Department of the Attorney General of the State of Hawaii 425 Queen Street Honolulu, HI 96813 Attn: Linda L.W. Chow Email: linda.l.chow@hawaii.gov
and a copy to:	Reno & Cavanaugh, PLLC 455 Massachusetts Avenue NW Suite 400 Washington, DC 20001 Attn: Megan Glasheen, Esq. Email: mglasheen@renocavanaugh.com
If to the Developer:	c/o Highridge Costa Development Company, LLC 330 West Victoria Street Gardena, CA 90248

	Attn: Mohannad H. Mohanna, President
with a copy to:	Settle Meyer Law LLLC Pioneer Plaza, 900 Fort Street Mall, Suite 1800 Honolulu, HI 96813 Attn: Scott W. Settle
And:	Cox, Castle & Nicholson LLP 50 California Street, Suite 3200 San Francisco, CA 94111 Attn: Christian D. Dubois

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, electronic mail transmission, delivery to overnight courier or express delivery service, or deposit in the United States Mail, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of electronic mail, upon receipt of electronic confirmation thereof, (iii) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (iv) in the case of mailing, on the date specified in the return receipt therefor.

Section 12.4 Time of Performance. All performance dates (including cure dates) expire at 5:00 p.m., Honolulu, Hawaii time, on the performance or cure day. A performance date which falls on a Saturday, Sunday or Authority holiday is deemed extended to the next business day. All periods for performance specified in this Agreement in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Agreement.

Section 12.5 Amendment. Neither this Agreement nor any of its terms may be terminated, amended or modified except by a written instrument executed by the Parties and, as applicable, the written approval of HUD.

Section 12.6 Attorneys' Fees. Developer shall pay all costs, including attorney's fees, and expenses which may be incurred by or paid by the State and/or Authority in enforcing the covenants and conditions of this Agreement, in recovering possession of the Project Site, or in the collection of delinquent fees, taxes, assessments, and any and all other charges. In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the State related to this Agreement, the Developer shall pay all costs, including attorney's fees, and expenses incurred by or imposed on the State.

Section 12.7 Authority Approvals.

(a) For all actions requiring Authority approval, Developer shall submit the request for approval and supporting information with a notice that bears a bold face legend substantially as follows: "Important: Your Response is Required in [insert number of days from applicable provision of this Agreement] Days."

(b) The Authority shall have a specified number of days to respond in writing. Authority's response, if not an approval, must include the basis for any objection and suggested modifications to obtain approval. For issues identified in this Agreement, this Agreement identifies the number of days that Authority shall have to respond. For issues not specified, the amount of response time shall be stated in the notice and shall be proportionate to the type and magnitude of the decision. For example, but not in limitation, the decision time for emergency situations shall be shorter than the time for review and approval of budgets.

(c) If the Developer does not receive a response within the specified number of days, it may send the Authority a notice of non-response, which shall be delivered to the President and Chief Executive Officer of the Authority in accordance with the formal notice provisions hereof and which shall bear the bold-faced legend, "Important: Notice of Non-response." Following the giving of this notice, the Authority will have five (5) days in which to respond. If the Authority does not respond within such five (5) days, the Authority shall be deemed to have approved the action.

Section 12.8 Representatives. To facilitate communication, the Parties to this Agreement shall designate a representative with responsibility for the routine administration of each Party's obligations under this Agreement. The Parties initially appoint the following as representatives:

Authority: Hakim Ouansafi
Developer: Mohannad H. Mohanna

Section 12.9 Further Assurances. Each Party will promptly execute and deliver without further consideration such additional agreements and other documents as the other Parties may reasonably request to carry out the transactions contemplated herein, so long as the Parties' rights and obligations thereunder are not substantively affected, modified or otherwise altered by such additional agreements and other documents, except as mutually agreed to between the Parties. Whenever this Agreement requires any Party to submit matters to another Party for approval, and there is no time specified herein for such approval, the submitting Party may submit a letter requiring approval or rejection by the other Party of the documents or matter submitted within twenty (20) days after submission or within sixty (60) days of submission if the document or matter requires approval by the Authority Board (unless another time frame is expressly set forth herein), and unless rejected within the stated time such documents or matter shall be deemed approved. Except where such approval is expressly reserved to the sole discretion of the approving Party, all approvals required hereunder by any Party shall be reasonable and not unreasonably withheld, conditioned or delayed.

Section 12.10 Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

Section 12.11 Interpretation and Governing Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i. Any lawsuit to interpret or to enforce the terms of this Agreement or to collect damages as a result

of any breach of this Agreement shall be filed in Hawaii state court in the City and County of Honolulu. This Agreement is subject to the HUD General Conditions attached as Exhibit I of the MDA and the Hawaii General Conditions (AG-008 103D) attached as Exhibit I to the MDA; provided, however, that only Sections 2, 4, 5, 8, 24, 25, 31, 33, and 42 of the Hawaii General Conditions apply to this Agreement. The Developer shall comply with the terms and provisions of this Agreement, the HUD Requirements to the extent applicable to the transactions contemplated herein, and the foregoing sections of the Hawaii General Conditions to the extent applicable to the transactions contemplated herein. In the event of a direct conflict among any of the foregoing, the following order of precedence shall apply: (a) HUD Requirements, unless the Hawaii General Conditions are more restrictive than the HUD General Conditions regarding the provision under consideration, in which case the latter shall control with regard to such provisions; (b) the terms and provisions of this Agreement; and (c) the Hawaii General Conditions.

Section 12.12 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

Section 12.13 Final Agreement. This Agreement, together with Exhibits attached hereto, represents the final agreement of the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior or contemporaneous oral or written agreements of the Parties. There are no unwritten oral agreements between the Parties.

Section 12.14 Limitation of Liability. Except as may be expressly set forth herein, no present or future member, partner, shareholder, participant, employee, agent, commissioner, director, or officer of or in Developer or any transferee shall have any personal liability, directly or indirectly, under or in connection with this Agreement; provided, however, that the foregoing shall not void or diminish the obligations of Developer under this Agreement. No present or future employee, agent, commissioner, director, or officer of or in the Authority shall have any personal liability, directly or indirectly, under or in connection with this Agreement; provided, however, that the foregoing shall not void or diminish the obligations of the Authority under this Agreement.

Section 12.15 Developer Not an Agent. Nothing in this Agreement shall be deemed to appoint Developer as an agent for or representative of the Authority, and Developer is not authorized to act on behalf of the Authority with respect to any matters except those specifically set forth in this Agreement. The Authority shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Developer, whether arising from actions under this Agreement or otherwise.

Section 12.16 Conflict of Interest. Developer represents and warrants that to its actual knowledge, no member, official, employee, agent, consultant or contractor of the Authority or the City has any direct or indirect personal interest in this Agreement or participated in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, Owner or other entity in which he or she is, directly or indirectly, interested.

Developer further represents and warrants to the Authority that it has not paid or given, and will not pay or give, to any third party (other than as specifically set forth in this Agreement) any money or other consideration for obtaining this Agreement.

Section 12.17 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorized representatives of the Authority and Developer, as applicable.

Section 12.18 Successors. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

Section 12.19 Headings; Exhibits. The headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions. The Exhibits attached hereto are hereby incorporated into this Agreement by this reference.

Section 12.20 Construction. Whenever the context of any provisions hereof shall require it, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. The terms "herein", "hereof", "hereto", "hereunder" and similar terms refer to this Agreement and not to any particular section or subsection of this Agreement. The terms "include" and "including" shall be interpreted as if followed by the words "without limitation". All references in this Agreement to sums denominated in dollars or with the symbol "$" refer to the lawful currency of the United States of America, unless such reference specifically identifies another currency.

Section 12.21 Cumulative Rights. The rights, powers, options, and remedies given to the Parties under this Agreement shall be cumulative, except as otherwise specifically provided for in this Agreement.

Section 12.22 Business Licenses. The Developer has obtained or will obtain all licenses required to conduct its business in the City and State and is not in default of any fees or taxes due to the State or City.

[signature page(s) to follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized signatories effective on or as of the date written at the commencement of this Agreement.

AUTHORITY:

HAWAII PUBLIC HOUSING AUTHORITY,
a public body corporate and politic, existing
under the laws of the State of Hawaii

By: _____
Hakim Ouansafi
Executive Director

APPROVED AS TO FORM:

_____
Linda L.W. Chow
Deputy Attorney General

SIGNATURES CONTINUE ON FOLLOWING PAGE(S).

DEVELOPER:

KLM MAYOR WRIGHT 1A LP,
a Hawaii limited partnership

By: HCDC Mayor Wright LLC,
a Hawaii limited liability company,
its General Partner

By: HCDC Hawaii Development LLC, a Hawaii limited liability company, its Manager

By: Highridge Costa Development Company, LLC,
a Delaware limited liability company,
its Manager

By: _____
Mohannad H. Mohanna
President

EXHIBIT A

PROJECT SITE DESCRIPTION

[See attached]

Overall Site Plan Phase 1A

All of that certain parcel of land (the "Land") consistent with the area delineated in purple by the subdivision boundary portrayed on the Overall Site Plan Phase 1A prepared by Lowney Architecture (provided below) consisting of approximately 60,201.30 square feet.

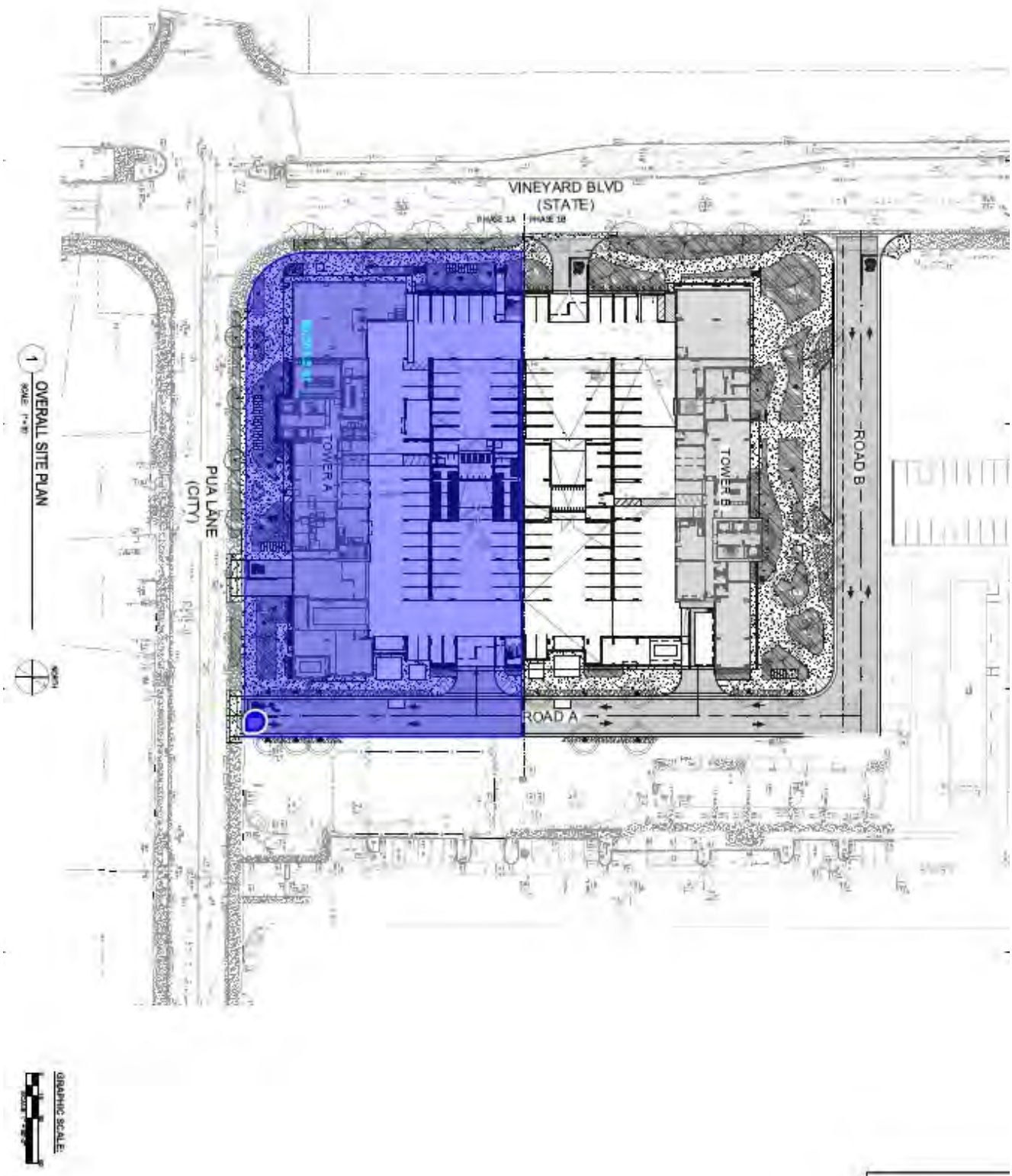


EXHIBIT B

SCOPE OF DEVELOPMENT

[See attached]

SCOPE OF DEVELOPMENT

The Project will be an affordable family community located at the mauka-ʻewa corner of the property at the intersection of Pua Lane and Vineyard Blvd.

Mayor Wright Homes Tower A is a 31-story high-rise building with approximately 378 podium parking spaces. The Project consists of: 36 studio units, 198 one-bedroom/one-bathroom units, 90 two-bedroom/two-bathroom units, 28 three-bedroom/two-bathroom units, 10 four-bedroom/two-bathroom units, 5 five-bedroom/three-bathroom units, and 2 two-bedroom managers units. All units are detailed below:

Unit Type	Number of Units[1]	Income Restriction	Approximate Square Footage[2]
0BD/1BA	4	30% AMI	360
0BD/1BA	4	40% AMI	360
0BD/1BA	4	50% AMI	360
0BD/1BA	24	60% AMI	360
1 BD/1BA	14	30% AMI	560
1 BD/1BA	14	40% AMI	560
1 BD/1BA	14	50% AMI	560
1 BD/1BA	97	60% AMI	560
2 BD/2BA	9	30% AMI	850
2 BD/2BA	9	40% AMI	850
2 BD/2BA	9	50% AMI	850
2 BD/2BA	61	60% AMI	850
3 BD/2BA	25	30% AMI	1,090
3 BD/2BA	3	60% AMI	1,090
4 BD/2BA	10	30% AMI	1,560
5 BD/3BA	5	30% AMI	1,970
2 BD - MGR	2	Exempt	850
Total	**308**		

[1]*Unit count is based on the 201-H entitled concept plan and the actual number of units may vary.*
[2]*Unit areas are averaged based on the 201-H entitled concept design. Actual gross floor areas may vary.*

Site amenities will include a community room, outdoor courtyard, barbeque areas, playground, outdoor recreation decks, and laundry facilities. There will also be leasing and property management offices for the on-site management. Unit amenities will include a range, refrigerator, dishwasher, air conditioning, window coverings, provisions for cable access and provisions for internet access. All costs associated with utilizing cable and internet services will be at the tenant's expense.

PROPOSED F2R REPLACEMENT UNITS FOR PHASE 1A					
1-BDR	2-BDR	3-BDR	4-BDR	5-BDR	TOTAL
5	14	28	10	5	62

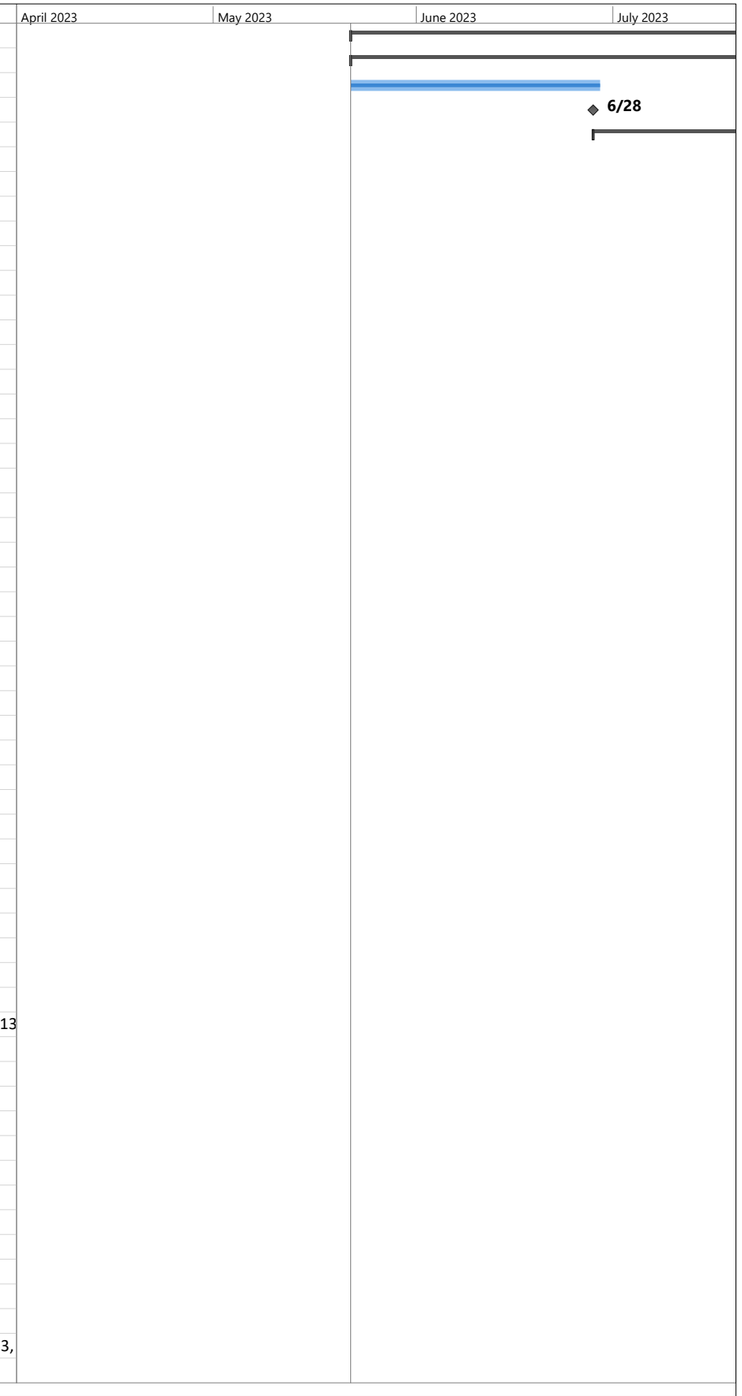
EXHIBIT C

SCHEDULE OF PERFORMANCE

[See attached]

EXHIBIT C

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Successors
1		**MAYOR WRIGHT HOMES DEVELOPMENT SCHEDULE**	**646 days**	**Mon 5/22/23**	**Wed 12/10/25**		
2		**Mayor Wright Homes (MDA)**	**54 days**	**Mon 5/22/23**	**Wed 8/9/23**		
3		Negotiate MPA/MDA	1.25 mons	Mon 5/22/23	Wed 6/28/23		
4		**Sign MDA**	0 mons	Wed 6/28/23	Wed 6/28/23		6
5		**Onboarding**	**30 days**	**Wed 6/28/23**	**Wed 8/9/23**		
9		**DUE DILIGENCE**	**76 days**	**Thu 8/10/23**	**Thu 11/30/23**		
47		**PREDEVELOPMENT LOAN**	**113 days**	**Mon 4/15/24**	**Tue 9/24/24**		
48		Prepare Phase 1 Schedule and Budget	10 days	Mon 4/15/24	Fri 4/26/24		49
49		Draft for Action	5 days	Mon 4/29/24	Fri 5/3/24	48	
50		HPHA Board Meeting	0 days	Thu 5/16/24	Thu 5/16/24		51
51		Execute Loan	90 days	Thu 5/16/24	Tue 9/24/24	50	189
52		**MASTER PLAN REFINEMENT**	**99 days**	**Thu 8/10/23**	**Wed 1/3/24**		
66		**HPHA BOARD MEETING UPDATES**	**8 days**	**Fri 12/1/23**	**Wed 12/13/23**		
69		**TENANT/COMMUNITY OUTREACH**	**599 days**	**Tue 8/1/23**	**Wed 12/10/25**		
70		Prep for First Tenant Meeting (Introduction)	20 days	Tue 8/1/23	Tue 8/29/23		71
71		First Resident Meeting	0 days	Wed 10/4/23	Wed 10/4/23	70	
72		First Neighborhood Board Meeting (Intro, Town Hall Announcement)	0 days	Wed 11/15/23	Wed 11/15/23		
73		Second Resident Meeting	0 days	Wed 12/13/23	Wed 12/13/23		
74		Town Hall Meeting	0 days	Thu 12/14/23	Thu 12/14/23		
75		Resident Meeting	0 days	Wed 8/20/25	Wed 8/20/25		
76		Resident Relocation Informational Meeting #1	0 days	Wed 10/22/25	Wed 10/22/25		
77		Resident Relocation Informational Meeting #2	0 days	Wed 12/10/25	Wed 12/10/25		
78		**MDA MILESTONE: MASTER DEVELOPMENT ASSESSMENT ACTIVITIES SCHEDULE & BUDGET (10/26/23)**	**5 days**	**Thu 10/26/23**	**Wed 11/1/23**		
82		**ENTITLEMENT (EMERGENCY PROCLAMATION)**	**82 days**	**Thu 10/12/23**	**Thu 2/8/24**		
117		**ENVIRONMENTAL TESTING (PHASE II)**	1 day?	Tue 8/1/23	Tue 8/1/23		
118		Contracting	20 days	Tue 9/3/24	Mon 9/30/24		119
119		Scoping	2 mons	Tue 10/1/24	Tue 11/26/24	118	120
120		Data Gap Analysis and Site Investigation Work Plan	5 mons	Wed 11/27/24	Thu 4/17/25	119	121
121		HDOH Review	5 mons	Fri 4/18/25	Thu 9/4/25	120	
122		HDOH Comment Letter Received	0 days	Mon 9/22/25	Mon 9/22/25		123
123		Site Investigation Work Plan Revision	10 days	Mon 9/22/25	Fri 10/3/25	122	124
124		HDOH review	4 mons	Mon 10/6/25	Fri 1/23/26	123	125
125		HDOH Approval	0 days	Fri 1/23/26	Fri 1/23/26	124	
126		**RESIDENT RELOCATION PLAN - PHASE 1A (76 Units)**	**2272 days**	**Tue 8/1/23**	**Fri 5/7/32**		
127		Draft Relocation Plan	40 days	Thu 5/1/25	Wed 6/25/25		128
128		HPHA Review of Relocation Plan	10 days	Thu 6/26/25	Wed 7/9/25	127	129
129		Relocation Plan Revision	10 days	Thu 7/10/25	Wed 7/23/25	128	130
130		HPHA Relocation Plan Approval	0 days	Wed 7/23/25	Wed 7/23/25	129	
131		General Information Notice (GIN)	0 days	Fri 11/21/25	Fri 11/21/25		132
132		Resident Relocation Interviews	60 edays	Fri 11/21/25	Tue 1/20/26	131	
133		**HUD Section 18 Approval (Estimated)**	0 days	Thu 11/6/25	Thu 11/6/25	200	134FS+15 days,13
134		90 Day Notice (Est.)	90 edays	Thu 11/27/25	Wed 2/25/26	133FS+15 days	136
135		30 Day Notice (Est.)	30 edays	Thu 1/8/26	Sat 2/7/26	133FS+45 days	
136		Moves Start (Est.)	0 edays	Wed 2/25/26	Wed 2/25/26	134	137
137		Moves Completed (Est.)	180 days	Thu 2/26/26	Wed 11/4/26	136	
138		**SUBDIVISION & CPR**	**289 days**	**Wed 4/23/25**	**Mon 6/1/26**		
139		**Land Court Deregistration**	**171 days**	**Wed 4/23/25**	**Wed 12/17/25**		
140		Prepare survey map and descriptions	30 days	Thu 5/1/25	Wed 6/11/25		141,145
141		Prepare/Submit Land Court Deregistration Application	110 days	Wed 4/23/25	Wed 10/22/25	140	143,142
142		Submit Package to the Board of Conveyances	0 days	Wed 10/22/25	Wed 10/22/25	141	
143		Acceptance/Recordation at the BoC	8 wks	Thu 10/23/25	Wed 12/17/25	141	
144		**Phase 1A/1B Subdivision/JDA**	**253 days**	**Thu 6/12/25**	**Mon 6/1/26**		
145		Prepare Phase 1A,/1B Subdivision Map	5.5 mons	Thu 6/12/25	Wed 11/12/25	140	146
146		Prepare Master Use Application	10 days	Thu 11/13/25	Wed 11/26/25	145	147,151,152,153,
147		DPP Conditional Approval	60 edays	Wed 11/26/25	Sun 1/25/26	146	148



Project: Mayor Wright Homes
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Task · Summary · Inactive Milestone · Duration-only · Start-only · External Milestone · Manual Progress
Split · Project Summary · Inactive Summary · Manual Summary Rollup · Finish-only · Deadline
Milestone · Inactive Task · Manual Task · Manual Summary · External Tasks · Progress

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Successors
148		Submit Final Subdivision Map	60 days	Mon 1/26/26	Fri 4/17/26	147	149
149		Final Approval and Recordation	45 edays	Fri 4/17/26	Mon 6/1/26	148	
150		**Phase 1A & 1B CPR Documents**	**60 days**	**Thu 11/27/25**	**Wed 2/18/26**		
151		CPR Declaration 1A	60 days	Thu 11/27/25	Wed 2/18/26	146	
152		Condo Map 1A	60 days	Thu 11/27/25	Wed 2/18/26	146	
153		CPR Declaration 1B	60 days	Thu 11/27/25	Wed 2/18/26	146	
154		Condo Map 1B	60 days	Thu 11/27/25	Wed 2/18/26	146	
155		**FINANCING - PHASE 1A**	**185 days**	**Fri 2/14/25**	**Fri 10/31/25**		
156		Submit Financing Application to HHFDC - Phase 1A	0 days	Fri 2/14/25	Fri 2/14/25		
157		Receive Award - Phase 1A	0 days	Fri 10/31/25	Fri 10/31/25		
158		**HHFDC LAND & DEVELOPMENT AGREEMENTS**	**60 days**	**Tue 8/1/23**	**Thu 10/26/23**		
162		**NEPA UPDATE**	**347 days**	**Wed 4/24/24**	**Mon 9/1/25**		
163	✓	Accepting Authority (Governor's Office) Initial Meeting	0 days	Wed 4/24/24	Wed 4/24/24		164
164	✓	Reassign back to HCD on HEROS	4 wks	Wed 4/24/24	Tue 5/21/24	163	167,168,165
165	✓	Update NEPA EA FONSI with dollar amounts (if necessary)	2 mons	Wed 5/22/24	Fri 7/19/24	164	
166	✓	Initial HUD Meeting - Update on all KLM Projects	0 days	Mon 8/12/24	Mon 8/12/24		
167	✓	Section 7 Endangered Species Act	5 wks	Wed 5/22/24	Thu 6/27/24	164	
168	✓	Noise and Vibration Control Plan Update	5 mons	Wed 5/22/24	Mon 10/14/24	164	
169		Notice of Intent to Request Release of Funds (NOIRROF) - HPHA Review	7 days	Fri 7/11/25	Mon 7/21/25		170
170		NOIRROF - HPHA transmittal to DHS	9 days	Tue 7/22/25	Fri 8/1/25	169	171FS+21 days
171		NOIRROF Publication	0 days	Mon 9/1/25	Mon 9/1/25	170FS+21 days	172
172		**Submit Request for Release of Funds to Gov's Office**	0 days	Mon 9/1/25	Mon 9/1/25	171	
173		Authorized Use of Government Funds Approval	0 days	Fri 11/15/24	Fri 11/15/24		
174		**FAIRCLOTH/RAD CONVERSION (Public housing to Project Based Vouchers)**	**1386 days**	**Wed 5/15/24**	**Fri 9/14/29**		
175		**Predevelopment**	**666 days**	**Wed 5/15/24**	**Fri 12/11/26**		
176	✓	Request Notice of Anticipated RAD Rents (NARR)	15 days	Wed 5/15/24	Wed 6/5/24		177
177	✓	Issue NARR	0 days	Wed 6/5/24	Wed 6/5/24	176	178
178	✓	Request preliminary conversion call through RAD Resource Desk	0 days	Wed 6/5/24	Wed 6/5/24	177	
179		**Submit Mixed Finance Development Proposal (MFDP)**	0 days	Fri 10/23/26	Fri 10/23/26	278	180,181,182
180		HUD Architectural Review	1 mon	Mon 10/26/26	Fri 11/20/26	179	
181		Approve MFDP	1 mon	Mon 10/26/26	Fri 11/20/26	179	
182		Issue Mixed Finance Conversion Conditional Approval	1 mon	Mon 10/26/26	Fri 11/20/26	179	
183		Mixed Finance Construction Closing (if applicable)	0 days	Fri 12/11/26	Fri 12/11/26	283	
184		**Conversion to Permanent Financing**	**20 days**	**Mon 8/20/29**	**Fri 9/14/29**		
185		Submit RAD application to HUD (at 95% TCO - Month 29 in the Constuction Schedule)	20 days	Mon 8/20/29	Fri 9/14/29	290FS-20 days	186
186		Commitment to Enter into a Housing Assistance Payments Contract (CHAP)& RAD Conversion Commitment(RCC)	0 days	Fri 9/14/29	Fri 9/14/29	185	187
187		RAD Closing	0 days	Fri 9/14/29	Fri 9/14/29	186	
188		**SECTION 18 APPLICATION**	**519 days**	**Fri 2/16/24**	**Wed 2/25/26**		
189		Scoping and Planning	130 days	Fri 2/16/24	Fri 1/31/25	51	190,191,197,192
190		Prepare Section 18 Application	60 days	Mon 2/3/25	Fri 4/25/25	189	197,193
191		Appraisal	20 days	Mon 2/3/25	Fri 2/28/25	189	197,193
192		Survey, Legal Description	20 days	Mon 2/3/25	Fri 2/28/25	189	197
193		Resident Offer of Sale Exemption	20 days	Mon 4/28/25	Fri 5/23/25	190,191	195
194		Request HUD family highrise tower	5 days	Mon 12/23/24	Mon 12/30/24	230FS-5 wks	
195		Evidence of Consultation with Mayor	10 days	Mon 5/26/25	Fri 6/6/25	193	196
196		Letter of Support from Mayor	0 days	Fri 6/6/25	Fri 6/6/25	195	
197		HPHA Approval	25 days	Mon 4/28/25	Fri 5/30/25	190,189,191,19	
198		Submit Section 18 Application	50 days	Mon 6/2/25	Fri 8/8/25		199
199		HUD Review Period	90 edays	Fri 8/8/25	Thu 11/6/25	198	200
200		**Section 18 Approved**	0 days	Thu 11/6/25	Thu 11/6/25	199	205FS+15 days,13
201		**TPV Application**	**40 days**	**Fri 11/7/25**	**Thu 1/1/26**		
202		Prepare TPV Application	4 wks	Fri 11/7/25	Thu 12/4/25	200	203
203		HUD Review	4 wks	Fri 12/5/25	Thu 1/1/26	202	204
204		**HUD Approval**	0 days	Thu 1/1/26	Thu 1/1/26	203,200	
205		90-day notice to tenants to apply for TPV	90 edays	Thu 11/27/25	Wed 2/25/26	200FS+15 days	207

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Project: Mayor Wright Homes
Date: Thu 10/30/25

Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress
Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline
Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Successors
206		Issue 30-day notice for relocation	30 edays	Thu 1/8/26	Sat 2/7/26	200FS+45 days	
207		**Relocation Start**	0 days	Wed 2/25/26	Wed 2/25/26	205	
208		**HISTORIC PRESERVATION (HRS§106) - MOA**	**556 days**	**Thu 6/6/24**	**Fri 7/31/26**		
209	✓	MOA Second Amendment Executed	0 days	Thu 6/6/24	Thu 6/6/24		
210	✓	First SHPD Project Design Review	0 days	Thu 7/3/25	Thu 7/3/25		211,213,214FS+6
211	✓	Project Update	40 days	Thu 7/3/25	Wed 8/27/25	210	215
212	✓	Re-route Second Amendment for SHPO Signature	20 days	Wed 7/23/25	Tue 8/19/25		
213		Documentary Film Production Scoping	120 days	Thu 7/3/25	Wed 12/17/25	210	
214		Second SHPD Project Design Review	0 days	Wed 8/13/25	Wed 8/13/25	210FS+6 wks	
215		Community Education Scoping	120 days	Thu 8/28/25	Wed 2/11/26	211	
216		Inspection Survey	20 days	Mon 7/6/26	Fri 7/31/26	285	
217		Noise and Vibration Control Plan	20 days	Mon 7/6/26	Fri 7/31/26	285	
218		Archaeological Monitoring Plan (AMP)	20 days	Mon 7/6/26	Fri 7/31/26	285	
219		**Mayor Wright Homes Phase 1 DDA**	**196 days**	**Wed 3/19/25**	**Wed 12/17/25**		
220	✓	Draft Phase 1A and 1B Exhibits	90 days	Wed 3/19/25	Tue 7/22/25		221
221	✓	HPHA Review	2 mons	Wed 7/23/25	Tue 9/16/25	220	222
222	✓	HCDC Revisions	20 days	Wed 9/17/25	Tue 10/14/25	221	223
223		Draft Agreement Finalized	2 wks	Wed 10/15/25	Tue 10/28/25	222	
224		HPHA Board Approval	0 days	Thu 11/20/25	Thu 11/20/25		225FS+20 days
225		Execute DDA	0 days	Wed 12/17/25	Wed 12/17/25	224FS+20 days	
226		**PHASE IA A&E WORKPLAN**	**447 days**	**Fri 2/16/24**	**Mon 11/17/25**		
227	✓	A&E RFP's (Lowney+subs)	28 days	Fri 2/16/24	Thu 3/28/24		228
228	✓	Award and Selection	19 days	Mon 3/18/24	Mon 4/15/24	227	229
229	✓	Contracting	160 days	Tue 4/16/24	Tue 12/3/24	228	
230	✓	**Schematic Design**	**135 days**	**Wed 7/17/24**	**Mon 1/27/25**		**194FS-5 wks**
240	✓	**Design Development**	**90 days**	**Tue 12/31/24**	**Mon 5/5/25**		
249		**Construction Documents**	**140 days**	**Tue 5/6/25**	**Mon 11/17/25**		
250	✓	30% CD	4 wks	Tue 5/6/25	Mon 6/2/25	248	251,253
251	✓	30% CD Budget Update	1 wk	Tue 6/17/25	Mon 6/23/25	250	
252	✓	**60% CD**	**25 days**	**Tue 6/3/25**	**Mon 7/7/25**		
253	✓	60% CD	4 wks	Tue 6/3/25	Mon 6/30/25	250	254,256
254	✓	60% CD Cost Estimate Update	1 wk	Tue 7/1/25	Mon 7/7/25	253	
255		**90% CD (Complete Permit Submittal)**	**100 days**	**Tue 7/1/25**	**Mon 11/17/25**		**259**
256	✓	90% CD	5 wks	Tue 7/1/25	Mon 8/4/25	253	257
257		Pre-Final Budget (Hawaiian Dredging)	75 days	Tue 8/5/25	Mon 11/17/25	256	
258	✓	**100% CD**	**25 days**	**Tue 9/16/25**	**Mon 10/20/25**		
259	✓	Final Updates	25 days	Tue 9/16/25	Mon 10/20/25	255	302,265
260		**PHASE 1A PERMITTING**	**343 days**	**Tue 5/6/25**	**Thu 8/27/26**		
261	✓	Complete Site Development Division Construction Plan Set	63 days	Tue 5/6/25	Thu 7/31/25	248	262
262	✓	Submit to DPP Site Development Division	0 days	Thu 7/31/25	Thu 7/31/25	261	263
263	✓	City DPP Site Development Division Review and Approval	14 mons	Fri 8/1/25	Thu 8/27/26	262	267
264	✓	Submit Building A Building Permit Set to DPP	0 days	Mon 8/4/25	Mon 8/4/25		266
265	✓	Submit Building B Building Permit Set to DPP	0 days	Mon 10/20/25	Mon 10/20/25	259	
266		DPP Plan Review 1A	12 mons	Mon 8/4/25	Fri 7/3/26	264	268
267		**Site Development Division Package Approval**	0 days	**Thu 8/27/26**	**Thu 8/27/26**	263	
268		**Building Permit Set Approval**	**0 days**	**Fri 7/3/26**	**Fri 7/3/26**	266	303,285,286,287,
269		**Phase 1A Construction Loan Closing**	**135 days**	**Mon 6/8/26**	**Fri 12/11/26**		
270		Stale Reports Reorded	40 days	Mon 6/8/26	Fri 7/31/26	268FS-20 days	
271		Appraisal	60 days	Mon 6/8/26	Fri 8/28/26	268FS-20 days	
272		Finalize ALTA survey	60 days	Mon 6/8/26	Fri 8/28/26	268FS-20 days	
273		Insurance Policy is placed	80 days	Mon 6/8/26	Fri 9/25/26	268FS-20 days	
274		ALTA Title policy is placed	80 days	Mon 6/8/26	Fri 9/25/26	268FS-20 days	
275		Update Construction Pricing	30 days	Mon 6/22/26	Fri 7/31/26	268FS-10 days	
276		Lender/Investor Calls (bank)	50 days	Mon 6/22/26	Fri 8/28/26	268FS-10 days	279,278
277		Schedule kickoff calls with HHFDC	40 days	Mon 7/6/26	Fri 8/28/26	268	

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Project: Mayor Wright Homes
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Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Successors
278		Lender/Investor LOI	2 mons	Mon 8/31/26	Fri 10/23/26	276	179
279		Order Certificates of Good Standing and required searches	60 days	Mon 8/31/26	Fri 11/20/26	276	
280		Finalize Loan Documents	100 days	Mon 7/6/26	Fri 11/20/26	268	281,320
281		Circulate Settlement Statements & Escrow Instructions	10 days	Mon 11/23/26	Fri 12/4/26	280,319	
282		**HHFDC Board Resolution**	0 days	Thu 12/10/26	Thu 12/10/26		283FS+2 days,322
283		**Loan Close**	0 days	**Fri 12/11/26**	**Fri 12/11/26**	282FS+2 days,3	288,289,183
284		**Phase 1A Construction - 308 Units**	**835 days**	**Fri 7/3/26**	**Fri 9/14/29**		
285		**Receive Full Permit Set**	0 mons	Fri 7/3/26	Fri 7/3/26	268	216,217,218
286		Draft and Submit Construction Management Plan	20 days	Mon 7/6/26	Fri 7/31/26	268	
287		Draft and submit Traffic Management Plan	20 days	Mon 7/6/26	Fri 7/31/26	268	
288		Demolition and Abatement	6 mons	Mon 12/14/26	Fri 5/28/27	283,322	290
289		Additional Archaeological Trenching	1 mon	Mon 3/8/27	Fri 4/2/27	283,322	290
290		Grading and Vertical Construction	30 mons	Mon 5/31/27	Fri 9/14/29	288,289	293FS-80 days,29
291		**Certificate of Occupancy**	0 days	**Fri 9/14/29**	**Fri 9/14/29**	290	295
292		**Lease-up, Stabilization and Conversion (308 Units)**	**770 days**	**Mon 5/28/29**	**Fri 5/7/32**		
293		Initiate Pre-leasing Calls	40 days	Mon 5/28/29	Fri 7/20/29	290FS-80 days	294
294		Issue Offer to Return to residents who were relocated for Phase 1A	1 mon	Mon 7/23/29	Fri 8/17/29	293	
295		Leasing Period	18 mons	Mon 9/17/29	Fri 1/31/31	291	296
296		Stabilization Period	80 days	Mon 2/3/31	Fri 5/23/31	295	297
297		**Perm Loan Conversion**	0 days	Fri 5/23/31	Fri 5/23/31	296	298FF+20 days
298		Submit Placed In Service ("PIS") Package	5 days	Mon 6/16/31	Fri 6/20/31	297FF+20 days	299FF+220 days
299		Receive 8609's	5 days	Mon 4/19/32	Fri 4/23/32	298FF+220 day:	300FF+10 days
300		Record Tax Credit Regulatory Agreements	0 days	Fri 5/7/32	Fri 5/7/32	299FF+10 days	
301		**Phase 1B Construction (LIHTC or 501c3) - 247 Units**	**1019 days**	**Mon 10/20/25**	**Fri 9/14/29**		
302		Working Drawings Complete	0 mons	Mon 10/20/25	Mon 10/20/25	259	
303		**Receive Full Permit Set**	0 mons	Fri 7/3/26	Fri 7/3/26	268	
304		Draft and Submit Construction Management Plan	20 days	Mon 7/6/26	Fri 7/31/26	268	
305		Draft and submit Traffic Management Plan	20 days	Mon 7/6/26	Fri 7/31/26	268	
306		Demolition and Abatement	6 mons	Mon 12/14/26	Fri 5/28/27	322	307
307		Grading and Vertical Construction	30 mons	Mon 5/31/27	Fri 9/14/29	306	308,324FS-80 day
308		**Certificate of Occupancy**	0 days	**Fri 9/14/29**	**Fri 9/14/29**	307	325
309		**Phase 1B Construction Loan Closing**	**135 days**	**Mon 6/8/26**	**Fri 12/11/26**		
310		Stale Reports Reorded	40 days	Mon 6/8/26	Fri 7/31/26	268FS-20 days	
311		Appraisal	60 days	Mon 6/8/26	Fri 8/28/26	268FS-20 days	
312		Finalize ALTA survey	60 days	Mon 6/8/26	Fri 8/28/26	268FS-20 days	
313		Insurance Policy is placed	80 days	Mon 6/8/26	Fri 9/25/26	268FS-20 days	
314		ALTA Title policy is placed	80 days	Mon 6/8/26	Fri 9/25/26	268FS-20 days	
315		Update Construction Pricing	30 days	Mon 6/22/26	Fri 7/31/26	268FS-10 days	
316		Lender/Investor Calls (bank)	50 days	Mon 6/22/26	Fri 8/28/26	268FS-10 days	
317		Schedule kickoff calls with HHFDC	40 days	Mon 7/6/26	Fri 8/28/26	268	
318		Order Certificates of Good Standing and required searches	40 days	Mon 7/6/26	Fri 8/28/26	268	
319		Finalize Loan Documents	50 days	Mon 7/6/26	Fri 9/11/26	268	281
320		Circulate Settlement Statements & Escrow Instructions	10 days	Mon 11/23/26	Fri 12/4/26	280	
321		**HHFDC Board Resolution**	0 days	Thu 12/10/26	Thu 12/10/26		283FS+2 days
322		**Loan Close**	0 days	**Fri 12/11/26**	**Fri 12/11/26**	282FS+2 days	288,306,289
323		**Lease-up, Stabilization and Conversion (247 Units)**	**560 days**	**Mon 5/28/29**	**Fri 7/18/31**		
324		Initiate Pre-leasing Calls	40 days	Mon 5/28/29	Fri 7/20/29	307FS-80 days	
325		Leasing Period	20 mons	Mon 9/17/29	Fri 3/28/31	308	326
326		Stabilization Period	80 days	Mon 3/31/31	Fri 7/18/31	325	327
327		**Perm Loan Conversion**	0 days	Fri 7/18/31	Fri 7/18/31	326	

April 2023 | May 2023 | June 2023 | July 2023

Project: Mayor Wright Homes
Date: Thu 10/30/25

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

EXHIBIT D

CONCEPT PLAN

[See attached]

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE

KALIHI - OAHU

1/29/2024



Hawaii Public Housing Authority

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

MAYOR WRIGHT HOMES

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- PHASE 4 - BUILDING I - FLOOR PLANS
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- PHASE 4 - BUILDING J - FLOOR PLANS
- PHASE 4 - BUILDING J - SECTION AND PROGRAM MATRIX
- MASTER PLAN 3D VIEWS
- SUMMARY



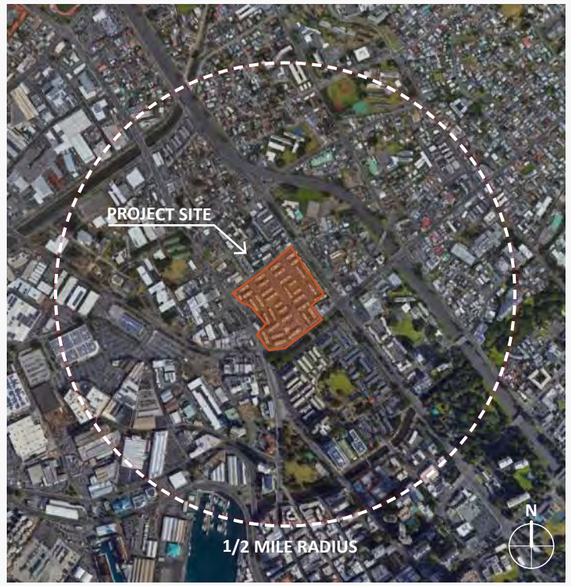
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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

GENERAL LUO ZONING ANALYSIS



PROJECT INFORMATION

SITE LOCATION:
1102 Desha Ln, Honolulu, HI, 96817
TMK:
1-7-029-003
ZONING DISTRICT:
A-2 Medium Density Apartment
PROPERTY TAX CLASS:
Residential
LOT AREA:
646,654 SF (14.845 acres)
FLOOD ZONE:
X, Beyond 500 Year Flood Plain
TOD NEIGHBORHOOD:
Yes, Downtown Neighborhood TOD Plan, Iwilei Station
TOD ZONING DISTRICT:
Medium Density Residential: Low- to mid-rise urban residential development with adequate public facilities and infrastructure.
Urban Mixed Use-Medium: Medium-density housing with a mix of commercial, residential, and public uses

BUILDING SETBACK

LUO Table 21-3.3 Apartment Districts Development Standards
REQUIRED YARD:
Front: 10’
Side & Rear: 5’* or 10’
** For duplex lots, 5 feet for any portion of any structure not located on the common property line; the required side yard is zero feet for that portion of the lot containing the common wall.*

ADDITIONAL DEVELOPMENT STANDARDS
- Except for necessary access drives and walkways, all yards must be landscaped.

ALLOWABLE DENSITY

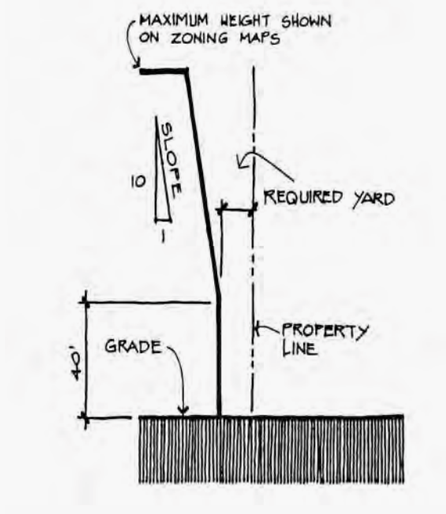
LUO Table 21-3.3 Apartment Districts Development Standards
ALLOWED MAXIMUM BUILDING AREA:
40% of zoning lot = 258,661.6 sf*
**Project will request a 201H exemption*

ALLOWED MAX FAR: 1.9 (1,228,643 SF)*
TOD MAX FAR: 7.5 (4,849,905 SF)
**Project will request a 201H exemption*

ALLOWED HEIGHT LIMIT: 150’*
TOD HEIGHT LIMIT: 400’
**Project will request a 201H exemption*

HEIGHT SETBACKS:
- For any portion of a structure over 40 feet in height, additional side and rear setbacks must be provided as follows:
- (A)For each 10 feet of additional height or portion thereof, an additional one-foot setback must be provide; and
- (B) The additional setback pursuant to paragraph (A) must be a continuous plane from the top of the structure to the height of 40 feet above grade (see Figure 21-3.3).

Figure 21-3.3



A-2, A-3, AMX-2, AMX-3, BMX-3, AND IMX-1 DISTRICT HEIGHT SETBACK

**201H exemptions assumed for height and setback changes*

PERMITTED USES

LUO Master Use Table 21-3
FOR THE A-2 APARTMENT ZONING DISTRICT:

Dwellings, detached, one-family:	Permitted
Dwellings, detached, two-family:	Permitted
Dwellings, multifamily:	Permitted
Duplex units:	Permitted
Neighborhood Grocery:	Conditional Use - Minor
Eating establishments:	Not Permitted*
Retail establishments:	Not Permitted*

**Assumes exemption for permitted use through 201H*

FOR URBAN MIXED USE - MEDIUM
Downtown Neighborhood TOD Plan. Table 6-2: Zoning, Land Use and Parking requirements.Comparable to Zoning District BMX-3

Dwellings, detached, one-family:	Not Permitted
Dwellings, detached, two-family:	Not Permitted
Dwellings, multifamily:	Permitted subject to standards in Article 5
Duplex units:	Not Permitted
Conveninece Store:	Permitted
Eating establishments:	Permitted
Retail establishments:	Permitted

MEDIUM-DENSITY APARTMENT MIXED USE
Downtown Neighborhood TOD Plan. Table 6-2: Zoning, Land Use and Parking requirements.Comparable to Zoning District AMX-2

Dwellings, detached, one-family:	Permitted
Dwellings, detached, two-family:	Permitted
Dwellings, multifamily:	Permitted
Duplex units:	Permitted
Conveninece Store:	Permitted subject to special density controls
Eating establishments:	Permitted subject to special density controls
Retail establishments:	Not Permitted*

**Previously approved through the 2016 EIS*

MASTER PLAN PROPOSED EXEMPTIONS THROUGH 201H

				Difference from LUO
INCREASED BUILDING COVERAGE				
LOT AREA	646,654	SF		
LUO MAXIMUM BUILDING AREA:	258,662	SF	40%	
MASTER PLAN PROPOSED BUILDING AREA:	**381,836**	**SF**	**59%**	**+123,174 (+19%)**
REQUESTING	**400,00**	**SF**	**(62%)**	**to allow flexibility**

SETBACKS		
Front	10'-0"	
Side & Rear	10'-0"	**5'-0" at Building D&E**
		7'-6" at Building I
REQUESTING		
Requesting setback exemption along Side Yard for Phase 2 Building D&E		
Requesting setback exemption along Side Yard for Phase 4 Building I		

INCREASED HEIGHT		
LUO ALLOWED HEIGHT LIMIT:	150'-0"	
DOWNTOWN TOD MAX HEIGHT	400'-0"	
PROPOSED MAX HEIGHT:	**330'-0"**	**+180'-0"**
Building A	288'-0"	**+138'-0"**
Building B	333'-0"	**+183'-0"**
Building C	240'-0"	**+90'-0"**
Building D	258'-0"	**+108'-0"**
Building E	231'-0"	**+81'-0"**
Building F	186'-0"	**+36'-0"**
Building G	177'-0"	**+27'-0"**
Building H	303'-0"	**+153'-0"**
Building I	87'-0"	
Building J	330'-0"	**+180'-0"**
REQUESTING	**350'-0"**	**to allow flexibility**

BUILDING HEIGHT SETBACKS
• For any portion of a structure over 40 feet in height, additional side and rear setbacks must be provided as follows: (A)For each 10 feet of additional height or portion thereof, an additional one-foot setback must be provide; and (B) The additional setback pursuant to paragraph (A) must be a continuous plane from the top of the structure to the height of 40 feet above grade
PROPOSED PROJECT:
Requesting height setback exemption along Pua Lane for Phase 1 Tower A above 180'-0"
Requesting height setback exemption along Vineyard Blvd for Phase 1 Tower C above 40'-0"
Requesting height setback exemption along Side Yard for Phase 2 Tower D above 50'-0"
Requesting height setback exemption along Side Yard for Phase 4 Tower I above 40'-0"

				Difference from LUO
INCREASED DENSITY				
LUO FAR:	1.9	1,228,643		
DOWNTOWN TOD FAR:	7.5	4,849,905		
PROPOSED PROJECT FAR:	**3.8**	**2,457,285**		**+1,228,643 (+1.9 FAR)**

PERMITTED USES:		
LUO MASTER USE TABLE 21.3		
FOR THE A-2 APARTMENT ZONING DISTRICT:		
NEIGHBORHOOD GROCERY:	Conditional Use - Minor	
EATING ESTABLISHMENTS:	Not Permitted	**Use requested**
RETAIL ESTABLISHMENTS:	Not Permitted	**Use requested**

PARK DEDICATION			
PARK DEDICATION REQUIRED AREA	269,280	SF	
BUILDING A - LIHTC	11,969	SF	
BUILDING B - 501c3	11,818	SF	
BUILDING C - FOR SALE	8,618	SF	
BUILDING D - LIHTC	6,683	SF	
BUILDING E - LIHTC	7,183	SF	
BUILDING F - LIHTC	8,720	SF	
BUILDING G - LIHTC	3,060	SF	
BUILDING H - 501c3	3,410	SF	
BUILDING I - LIHTC	3,650	SF	
BUILDING J - 501c3	9,235	SF	
SUBTOTAL	74,346	SF	
GROUND PARK SPACE	148,805	SF	
TOTAL	**223,151**	**SF**	**46,129 exemption**
REQUESTING	**FULL EXEMPTION**		

BICYCLE PARKING	
REQUIRED BICYLE PARKING - RESIDENTIAL	**1,469**
SHORT-TERM (1 PER 10 DWELLING UNITS)	245
LONG-TERM (1 PER 2 DWELLING UNITS)	1,224
PROVIDED BICYLE PARKING - RESIDENTIAL	**1,469**
REQUIRED BICYLE PARKING - COMMERCIAL	**31**
SHORT-TERM (1 PER 2,000SF)	27
LONG-TERM (1 PER 12,000SF)	4
PROVIDED BICYLE PARKING - COMMERCIAL	**31**
MEETS LUO - NO EXEMPTION REQUESTED	

GENERAL LUO ZONING ANALYSIS

OFF-STREET PARKING

21-6.20 Off-street parking requirements.

No off-street parking is required in the Primary Urban Center Development Plan area *and Ewa Development Plan area, except for those areas thereof located in the residential, agricultural, and preservation zoning districts. Additionally,* **no off-street parking is required in any zoning district within one-half mile of an existing or future Honolulu rail transit station**, *as identified in the accepted environmental impact statement, or in the transit-oriented development special districts.*

PARKING SPACE DIMENSIONS:

All provided parking spaces must be standard-sized parking spaces, except that duplex units, detached dwellings, and **multi-family dwellings may have up to 50 percent of the total number of provided parking spaces as compact parking spaces,** *and accessory dwelling units may satisfy the parking requirement with a compact parking space.*

Standard:	18’ x 8’-3”,
Standard parallel:	22’ x 8’-3”,
Compact:	16’ x 7’-6”
Compact parallel:	19’ x 7’-6”

STRUCTURED PARKING SITE PLANNING AND DESIGN STANDARDS.

- All mechanical equipment on or in structured parking that is visible from a street, right-of-way, or public park, including but not limited to electrical panels, transformers, telecommunication distribution boxes, and backflow preventers must be screened from view. Mechanical equipment necessary for emergency responders, such as fire prevention standpipes, need not be screened.
- Parking structures that are adjacent to zoning lots with side or rear setback requirements must meet the following requirements:
- (1) **An 18-inch landscaping strip along the abutting property line must be provided, and consist of landscaping a minimum of 42 inches in height;** provided that a solid wall 42 inches in height may be substituted for this requirement;
- (2) A minimum 2-inch caliper vertical-form **tree must be planted for every 50 linear feet of structured parking building length facing a required yard.**

LOADING

LUO Table 21-6.5

MULTIFAMILY DWELLINGS (UNITS):

151-300 units:	2 loading spaces
each additional 200 or major fraction thereof:	1 loading space

RETAIL:

2,000 - 10, 000 sf	1 loading space
10,001 - 20,000 sf	2 loading spaces

- **If a building is used for more than one use, and the floor area for each use is less than the minimum floor area** that would require a loading space, and the aggregate floor area of the several uses exceeds the minimum floor area of the use category requiring the greatest number of loading spaces, **a minimum of one loading space is required.**
- Joint use of loading. Two or more uses on the same or adjacent zoning lots may share a loading area. If the loading area is being jointly used by different property owners, a loading agreement between the owners is required. A jointly used loading agreement must satisfy the requirements of a jointly used parking agreement pursuant to Section 21-6.70.

LOADING SPACE DIMENSIONS:

- When **more than one loading space is required,** the minimum horizontal dimensions for **one-third of the required spaces are 35’-0” in length and 12’-0” in width, with a minimum vertical clearance of 14’-0”. For the remaining required loading spaces, the minimum horizontal dimensions are 19’-0” in length and 8’-6” in width, with a minimum vertical clearance of 10’-0”.**

BICYCLE PARKING

LUO Table 21-6.3

Parking for bicycles is required in the apartment, apartment mixed use, business, business mixed use, and resort districts, and in all precincts of the Waikiki special district.

RESIDENTIAL:

Short-Term:	1 space for every 10 dwellings or lodging units
Long-Term:	1 space for every 2 dwellings or lodging units

COMMERCIAL:

Short-Term:	1 space for 2,000sf or per 10 vehicle spaces, whichever greater
Long-Term:	1 space for every 12,000sf or 30 vehicle spaces, whichever greater

SIZE AND ACCESSIBILITY

- **Each bicycle parking space must be a minimum of 2 feet in width, 6 feet in length**, and must be accessible without moving another bicycle. Vertical or stacked spaces that meet the dimension, security, and accessibility requirements above are permitted, and the depth and height of these spaces must be a minimum of 4 feet. **All types of bicycle parking spaces must be clear** of walls, poles, landscaping (other than ground cover), street furniture, drive aisles, pedestrian ways, and vehicle parking spaces for at least 5 feet from the edge of the bicycle parking space on the side that the bicyclist accesses the bicycle parking area.
- **Short-term bicycle parking spaces must be located as close as practicable to the entrances** of the principal uses on a lot so they are highly visible and easily identifiable.
- **Long-term bicycle parking must be provided in the form of enclosed bicycle lockers** or easily accessible, secure, and covered bicycle storage.
- **Bicycle parking spaces within enclosed parking structures must be located as close as practicable to an entrance of the parking structure** so they are visible from the street or sidewalk. Where the bicycle parking spaces are not visible from the front entrance, signage indicating the location of the bicycle parking spaces is required.

GENERAL LUO ZONING ANALYSIS

ADA PARKING REQUIREMENTS

2010 ADA Standards for Accessible Design, 2004 ADAAG

233.3.1.1 Residential Dwelling Units with Mobility Features.
In facilities with residential dwelling units, at least 5 percent, but no fewer than one unit, of the total number of residential dwelling units shall provide mobility features complying with 809.2 through 809.4 and shall be on an accessible route as required by 206.

233.3.1.2 Residential Dwelling Units with Communication Features.
In facilities with residential dwelling units, at least 2 percent, but no fewer than one unit, of the total number of residential dwelling units shall provide communication features complying with 809.5.

208.2.3.1 Parking for Residents.
Where at least one parking space is provided for each residential dwelling unit, at least one parking space complying with 502 shall be provided for each residential dwelling unit required to provide mobility features complying with 809.2 through 809.4.

208.2.3.2 Additional Parking Spaces for Residents.
Where the total number of parking spaces provided for each residential dwelling unit exceeds one parking space per residential dwelling unit, 2 percent, but no fewer than one space, of all the parking spaces not covered by 208.2.3.1 shall comply with 502.

208.2.3.3 Parking for Guests, Employees, and Other Non-Residents.
Where parking spaces are provided for persons other than residents, parking shall be provided in accordance with Table 208.2.

208.2.4 Van Parking Spaces.
For every six or fraction of six parking spaces required by 208.2 to comply with 502, at least one shall be a van parking space complying with 502.

Table 208.2 Parking Spaces

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof over 1000

EV READINESS COMPLIANCE

Per Bill 25, C406.8.1

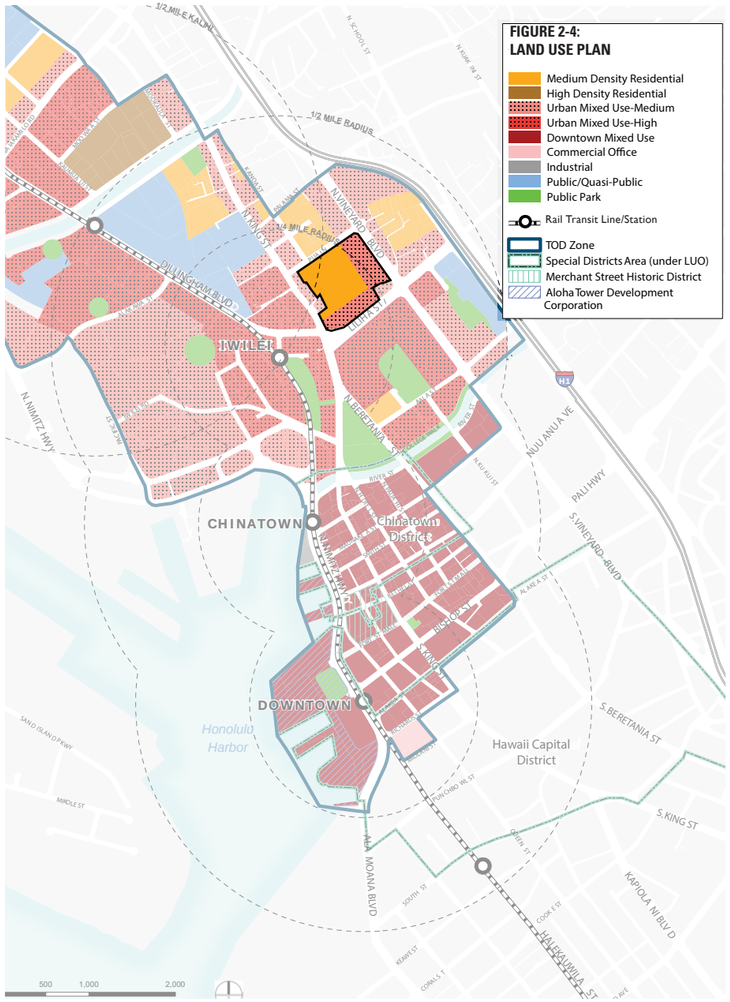
For construction of new parking stalls at new residential or commercial buildings to be compliant with Ordinance 20-10, the development should be designed and constructed to include adequate electrical panel capacity and dedicated conduit for a future Level 2 EV-charger at a certain percentage of parking stalls.

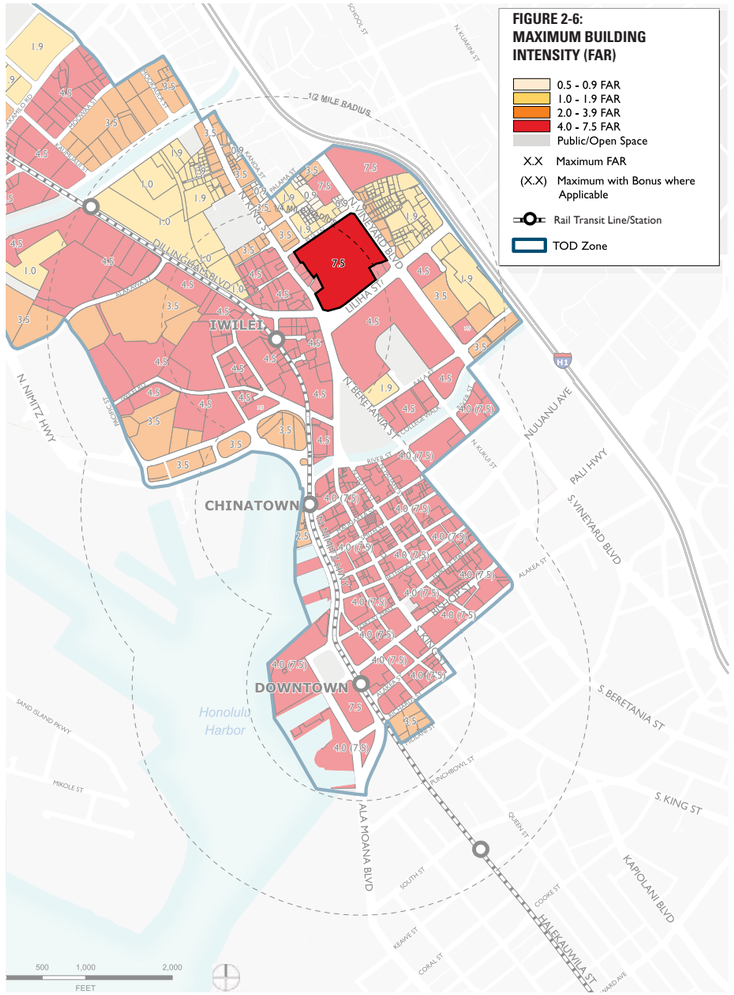
BASE REQUIREMENT:
Twenty-five percent or more of the parking stalls must be EV-ready for multi-unit residential projects that add 8 or more newly-added parking stalls, and new commercial buildings that add 12 or more newly-added parking stalls, to support minimum AC Level 2 charging.

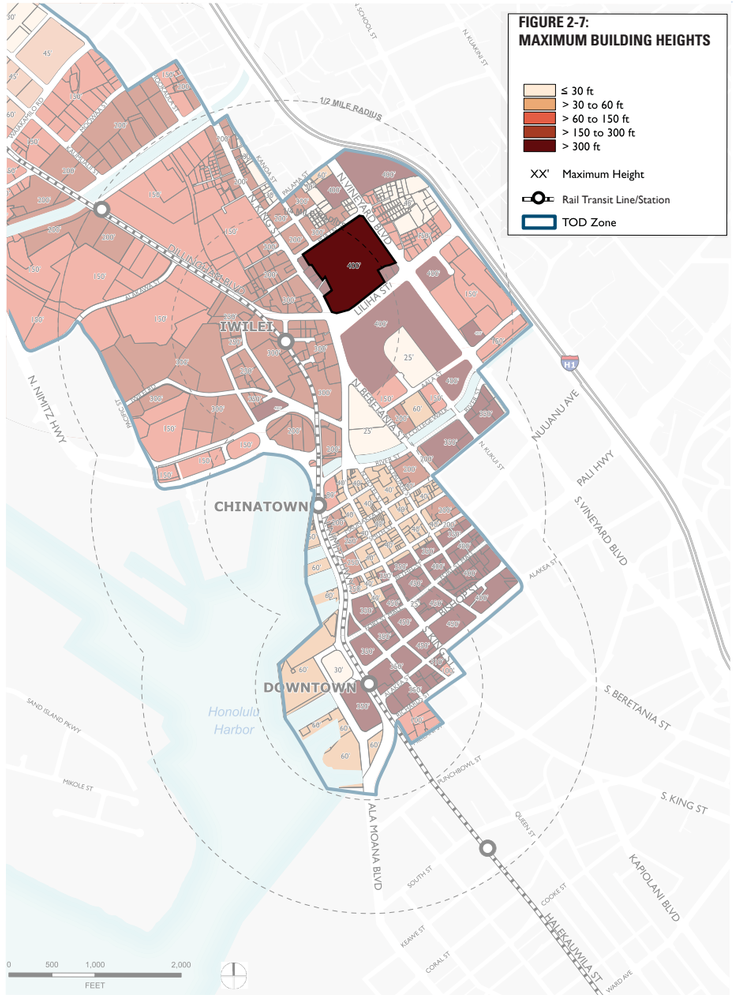
EXEMPTIONS:

- Twenty percent or more of the parking stalls must be EV-ready for Affordable Housing 100% to 140% AMI that add 8 or more newly-added parking stalls.
- Full exemption, no EV-ready parking stalls required for Affordable Housing 100% AMI and below.
- Twenty percent or more of the parking stalls must be EV-ready for retail establishments,as defined in ROH Chapter21

ALTERNATIVE POINT SYSTEM
Builders of new commercial or multi-unit residential developments also have the option to meet EV-Ready requirements by using an alternative points system to offer flexibility for unique project sites to provide EV-ready access, as well as balance EV access needs for residents or customers today and tomorrow. The points system gives flexibility to install fewer EV-ready parking stalls if the EV-ready stalls built are in common area parking or if an EV charger (EVSE) is installed for customers or residents to use.


FIGURE 2-4:
LAND USE PLAN
Medium Density Residential
High Density Residential
Urban Mixed Use-Medium
Urban Mixed Use-High
Downtown Mixed Use
Commercial Office
Industrial
Public/Quasi-Public
Public Park
Rail Transit Line/Station
TOD Zone
Special Districts Area (under LUO)
Merchant Street Historic District
Aloha Tower Development Corporation
1/2 MILE RADIUS
IWILEI
CHINATOWN
DOWNTOWN
Chinatown District
Hawaii Capital District
Honolulu Harbor
N. NIMITZ HWY
NIU ANU A VE
PALI HWY
S.VINEYARD BLVD
S.BERETANIA ST
ALA MOANA BLVD
S.KING ST
KAPIOLA NI BLV D
HALEKAUWILA ST
KAPIOLANI BLVD
500 1,000 2,000


FIGURE 2-6:
MAXIMUM BUILDING INTENSITY (FAR)
0.5 - 0.9 FAR
1.0 - 1.9 FAR
2.0 - 3.9 FAR
4.0 - 7.5 FAR
Public/Open Space
X.X Maximum FAR
(X.X) Maximum with Bonus where Applicable
Rail Transit Line/Station
TOD Zone
1/2 MILE RADIUS
IWILEI
CHINATOWN
DOWNTOWN
Honolulu Harbor
N. NIMITZ HWY
NIU ANU A VE
PALI HWY
S.VINEYARD BLVD
S.BERETANIA ST
ALA MOANA BLVD
S.KING ST
KAPIOLANI BLVD
HALEKAUWILA ST
500 1,000 2,000
FEET

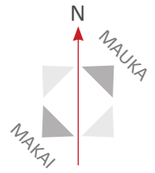

FIGURE 2-7:
MAXIMUM BUILDING HEIGHTS
≤ 30 ft
> 30 to 60 ft
> 60 to 150 ft
> 150 to 300 ft
> 300 ft
XX' Maximum Height
Rail Transit Line/Station
TOD Zone
1/2 MILE RADIUS
IWILEI
CHINATOWN
DOWNTOWN
Honolulu Harbor
N. NIMITZ HWY
NIU ANU A VE
PALI HWY
S.VINEYARD BLVD
S.BERETANIA ST
ALA MOANA BLVD
S.KING ST
KAPIOLANI BLVD
HALEKAUWILA ST
0 500 1,000 2,000
FEET



LEGEND

- - 1/4 MILE RADIUS (WALKING DISTANCE)

1. PALAMA SETTLEMENT
2. LIKELIKE ELEMENTARY SCHOOL
3. LANAKILA ELEMENTARY SCHOOL
4. CO-CATHEDRAL OF SAINT THERESA OF THE CHILD JESUS
5. LILIHA PUBLIC LIBRARY
6. LILIHA SQUARE, TIMES SUPERMARKET
7. KAULUWELA COMMUNITY PARK
8. WAENA APARTMENTS
9. KUKUI GARDENS
10. BERETANIA COMMUNITY PARK
11. ‘A’ALA PARK
12. FUTURE KUWILI HART STATION
13. COSTCO
14. HCC (HONOLULU COMMUNITY COLLEGE)
15. KA’IULANI ELEMENTARY SCHOOL
16. KAUMAKAPILI CHURCH
    ST. ELIZABETH’S EPISCOPAL CHURCH
17. HPHA
18. FUTURE DEVELOPMENT: LILIHA CIVIC CENTER





1 PALAMA SETTLEMENT



5 LILIHA PUBLIC LIBRARY



6 LILIHA SQUARE
19 floors
137 units



8 WAENA APARTMENTS
3-6 floors
~468 units

9 KUKUI GARDENS
3-6 floors
~389 units



12 FUTURE KUWILI HART STATION

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

MACRO CONTEXT

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A8



1 PALAMA SETTLEMENT
2 COMMERCIAL; MOON GARDEN, FANTASTIC SPA
3 COMMERCIAL; LILIHA DRIVE INN
4 COMMERCIAL
5 ALDERSGATE UNITED METHODIST CHURCH
6 LILIHA SQUARE; TIMES SUPERMARKET
7 FIRST HAWAIIAN BANK
8 WAENA APARTMENTS
9 KUKUI GARDENS
10 CHOICE AUTOMOTIVE
11 JOLLIBEE
12 COMMERCIAL; KINGSGATE PLAZA
13 OFFICE/SERVICE
14 COMMERCIAL/SERVICE
15 SHELL GAS
16 KALIHI PALAMA HEALTH CENTER
17 ST. ELIZABETH'S EPISCOPAL CHURCH
18 KAUMAKAPILI CHURCH

N MAUKA MAKAI



4 COMMERCIAL



3 COMMERCIAL; LILIHA DRIVE INN
6 LILIHA SQUARE; TIMES
7 FIRST HAWAIIAN BANK



11 JOLLIBEE
12 COMMERCIAL; KINGSGATE PLAZA



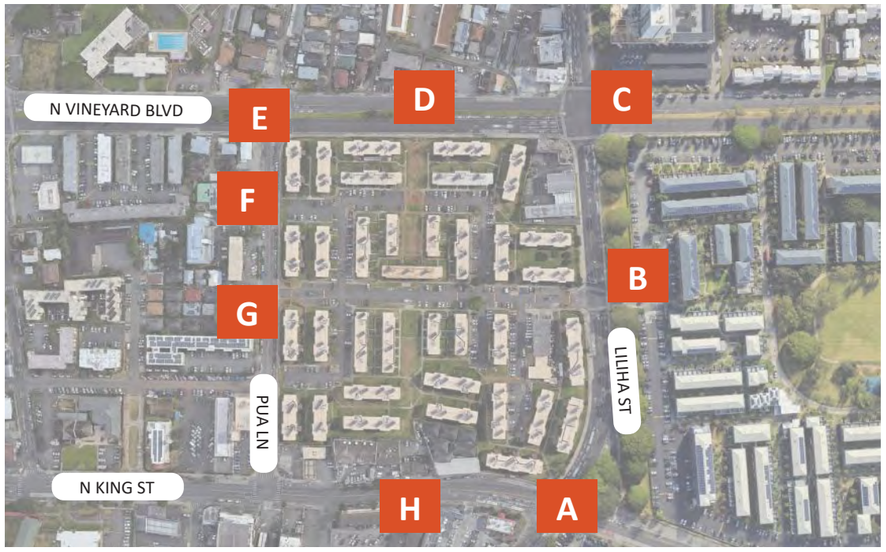
13 OFFICE/SERVICE



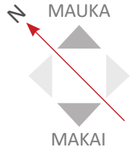
15 SHELL GAS

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HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

MICRO CONTEXT
MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024



EXISTING CONTEXT KEY



















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HIGHRIDGE COSTA CHANGING LIVES

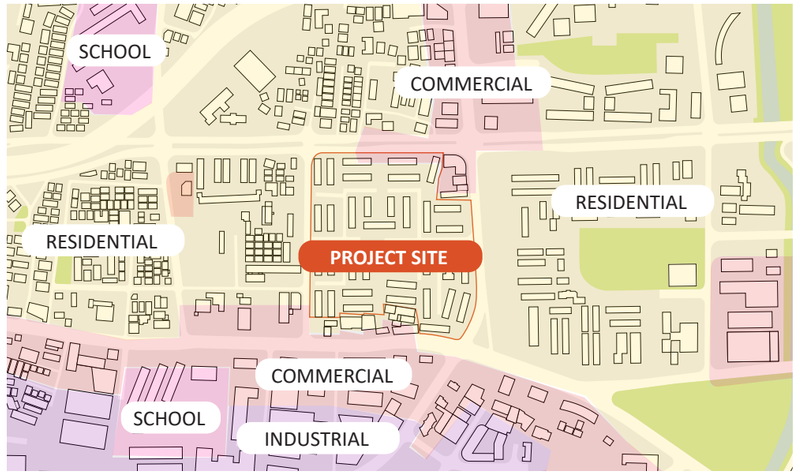
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EXISTING CONTEXT

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A10



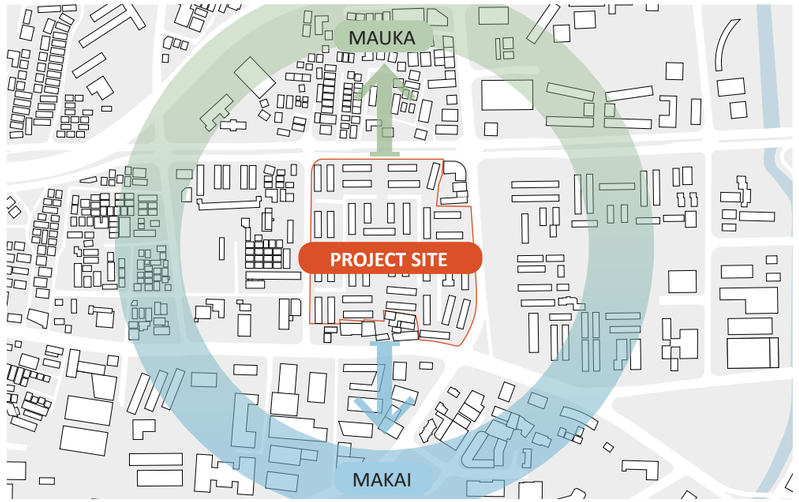
SURROUNDING USES



PUBLIC TRANSPORTATION - BUS + RAIL



EXISTING + PROPOSED BIKE PATHS



ORIENTATION



PEDESTRIAN



GREEN SPACE + BLUE SPACE

LEGEND

- BUS ROUTES
- BUS STOPS
- RAIL ROUTE
- RAIL STOPS
- EXISTING BIKE PATHS
- PROPOSED PIKE PATHS
- PROMINENT CROSSWALKS
- PARKS

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

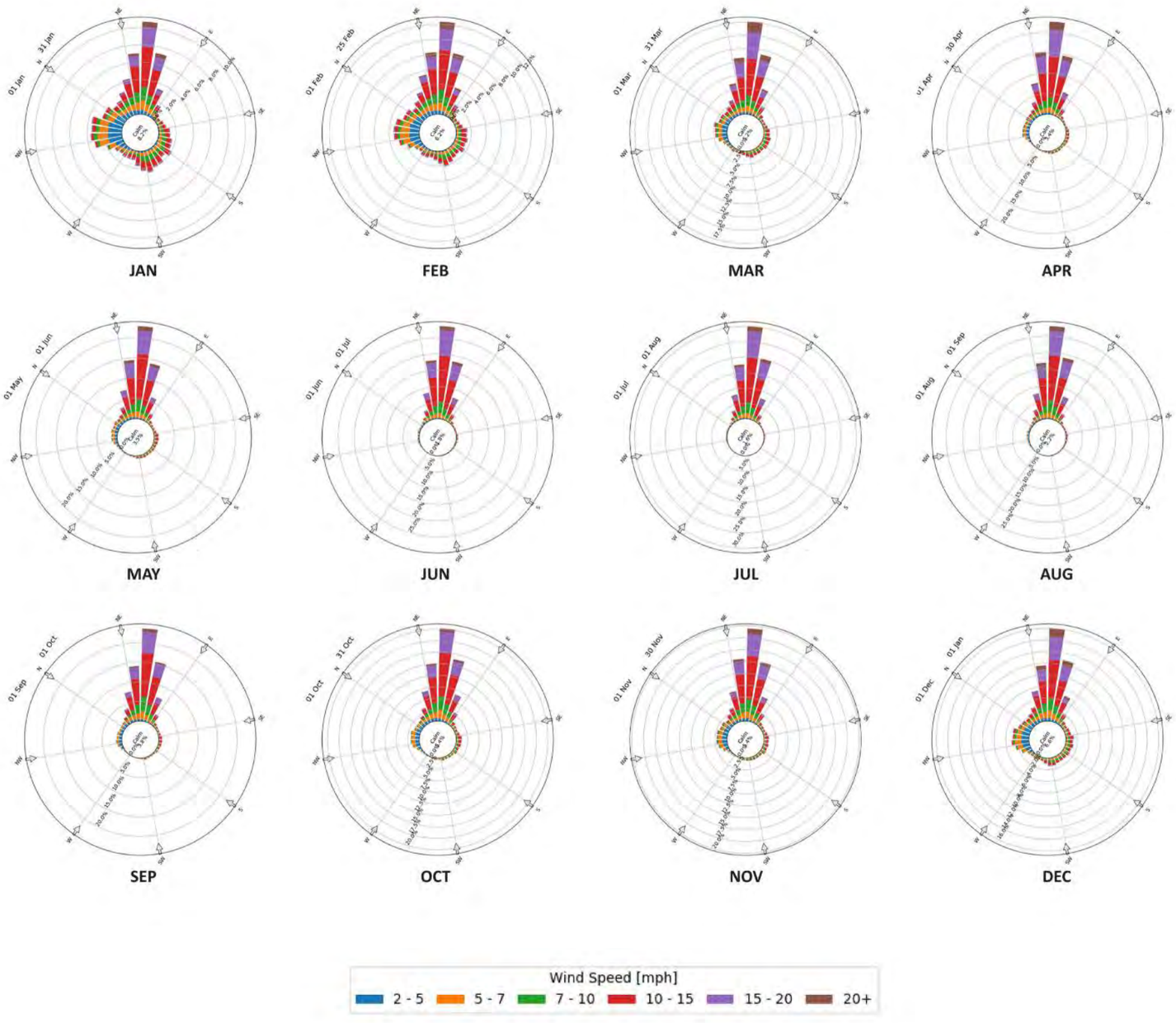
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EXISTING CONTEXT

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A11



CLIMATE DATA - SOLAR



CLIMATE DATA - WIND



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Hawaii Public Housing Authority

SOLAR AND WIND DATA

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A12



BLDG A

NUMBER OF BUILDINGS:	2
TOTAL UNITS:	36 UNITS
TOTAL AREA:	21,600 SF
1 BEDROOM/1 BATH (550 SF):	24 UNITS
2 BEDROOM/1 BATH (750 SF):	12 UNITS

EACH BUILDING:

FLOORS:	3 FLOORS
AREA PER FLOOR:	3,600 SF
TOTAL UNITS:	18 UNITS
1 BEDROOM/1 BATH (550 SF):	12 UNITS 4/FLOOR
2 BEDROOM/1 BATH (750 SF):	6 UNITS 2/FLOOR
TOTAL AREA PER BUILDING:	10,800 SF

BLDG B

NUMBER OF BUILDINGS:	2
TOTAL UNITS:	24 UNITS
TOTAL AREA:	21,600 SF
2 BEDROOM/1 BATH (750 SF):	24 UNITS

EACH BUILDING:

FLOORS:	3 FLOORS
AREA PER FLOOR:	3,000 SF
TOTAL UNITS:	12 UNITS
2 BEDROOM/1 BATH (750 SF):	12 UNITS 4/FLOOR
TOTAL AREA PER BUILDING:	9,000 SF

BLDG C

NUMBER OF BUILDINGS:	1
TOTAL UNITS:	18 UNITS
TOTAL AREA:	13,500 SF
2 BEDROOM/1 BATH (750 SF):	18 UNITS

EACH BUILDING:

FLOORS:	3 FLOORS
AREA PER FLOOR:	4,500 SF
TOTAL UNITS:	18 UNITS
2 BEDROOM/1 BATH (750 SF):	6 UNITS 2/FLOOR
TOTAL AREA PER BUILDING:	13,500 SF

BLDG D1

NUMBER OF BUILDINGS:	8
TOTAL UNITS:	96 UNITS
TOTAL AREA:	79,200 SF
2 BEDROOM/1 BATH (550 SF):	48 UNITS
3 BEDROOM/1 BATH (900 SF):	48 UNITS

EACH BUILDING:

FLOORS:	3 FLOORS
AREA PER FLOOR:	3,300 SF
TOTAL UNITS:	12 UNITS
2 BEDROOM/1 BATH (750 SF):	6 UNITS 2/FLOOR
3 BEDROOM/1 BATH (900 SF):	6 UNITS 2/FLOOR
TOTAL AREA PER BUILDING:	9,900 SF

BLDG D2

NUMBER OF BUILDINGS:	2
TOTAL UNITS:	24 UNITS
TOTAL AREA:	19,800 SF
2 BEDROOM/1 BATH (750 SF):	12 UNITS
3 BEDROOM/1 BATH (900 SF):	12 UNITS

EACH BUILDING:

FLOORS:	3 FLOORS
AREA PER FLOOR:	3,300 SF
TOTAL UNITS:	12 UNITS
2 BEDROOM/1 BATH (750 SF):	6 UNITS 2/FLOOR
3 BEDROOM/1 BATH (900 SF):	6 UNITS 2/FLOOR
TOTAL AREA PER BUILDING:	9,900 SF

BLDG E1

NUMBER OF BUILDINGS:	3
TOTAL UNITS:	36 UNITS
TOTAL AREA:	32,400 SF
3 BEDROOM/1 BATH (900 SF):	36 UNITS

EACH BUILDING:

FLOORS:	3 FLOORS
AREA PER FLOOR:	3,600 SF
TOTAL UNITS:	12 UNITS
3 BEDROOM/1 BATH (900 SF):	12 UNITS 4/FLOOR
TOTAL AREA PER BUILDING:	10,800 SF

BLDG E2

NUMBER OF BUILDINGS:	6
TOTAL UNITS:	72 UNITS
TOTAL AREA:	64,800 SF
3 BEDROOM/1 BATH (900 SF):	24 UNITS

EACH BUILDING:

FLOORS:	3 FLOORS
AREA PER FLOOR:	3,600 SF
TOTAL UNITS:	12 UNITS
3 BEDROOM/1 BATH (900 SF):	12 UNITS 4/FLOOR
TOTAL AREA PER BUILDING:	10,800 SF

BLDG F

NUMBER OF BUILDINGS:	4
TOTAL UNITS:	16 UNITS
TOTAL AREA:	19,200 SF
4 BEDROOM/1.5 BA (1,200 SF):	16 UNITS

EACH BUILDING:

FLOORS:	2 FLOORS MULTI FLOOR UNITS
AREA PER FLOOR:	2,400 SF
TOTAL UNITS:	4 UNITS
4 BEDROOM/1.5 BA (1,200 SF):	4 UNITS MULTI FLOOR UNITS 600 SF/FLOOR
TOTAL AREA PER BUILDING:	4,800 SF

BLDG G

NUMBER OF BUILDINGS:	3
TOTAL UNITS:	18 UNITS
TOTAL AREA:	21,600 SF
4 BEDROOM/1.5 BA (1,200 SF):	18 UNITS

EACH BUILDING:

FLOORS:	2 FLOORS MULTI FLOOR UNITS
AREA PER FLOOR:	2,400 SF
TOTAL UNITS:	6 UNITS
4 BEDROOM/1.5 BA (1,200 SF):	6 UNITS MULTI FLOOR UNITS 600 SF/FLOOR
TOTAL AREA PER BUILDING:	7,200 SF

BLDG H

NUMBER OF BUILDINGS:	4
TOTAL UNITS:	24 UNITS
TOTAL AREA:	30,400 SF
4 BEDROOM/1.5 BA (1,200 SF):	16 UNITS
5 BEDROOM/1.5 BA (1,400 SF):	8 UNITS

EACH BUILDING:

FLOORS:	2 FLOORS MULTI FLOOR UNITS
AREA PER FLOOR:	2,400 SF
TOTAL UNITS:	6 UNITS
4 BEDROOM/1.5 BA (1,200 SF):	4 UNITS MULTI FLOOR UNITS 600 SF/FLOOR
5 BEDROOM/1.5 BA (1,400 SF):	2 UNITS MULTI FLOOR UNITS 700 SF/FLOOR
TOTAL AREA PER BUILDING:	7,600 SF

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EXISTING SITE PLAN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A13



DEMOLITION LEGEND

- PHASE 1 DEMOLITION
- PHASE 2 DEMOLITION
- PHASE 3 DEMOLITION
- PHASE 4 DEMOLITION

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PROPOSED DEMOLITION SITE PLAN (SUBJECT TO CHANGE)

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

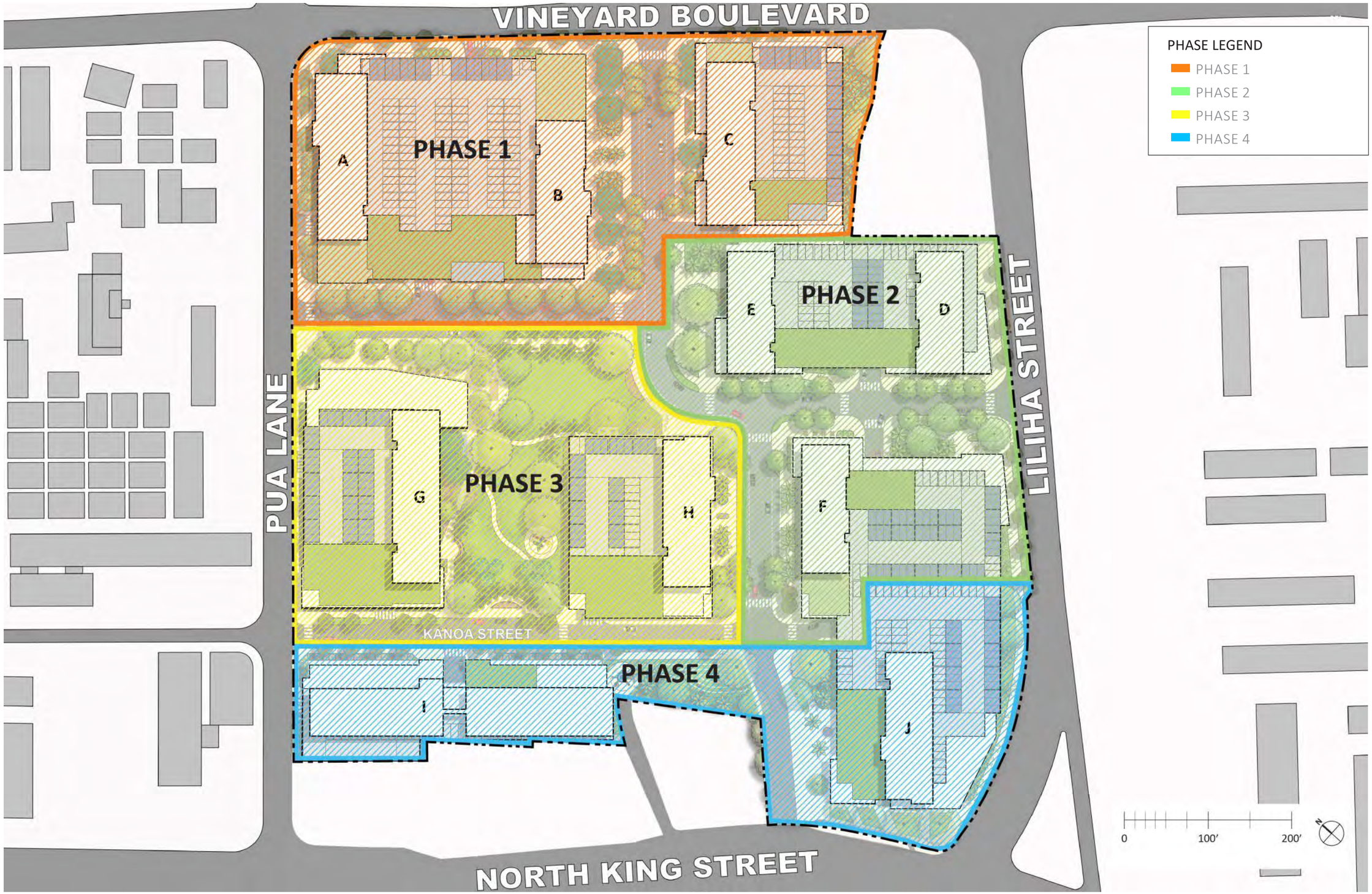
A14



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PROPOSED SITE PLAN OVERLAY WITH DEMO PLAN (SUBJECT TO CHANGE)

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PROPOSED PHASING PLAN (SUBJECT TO CHANGE)

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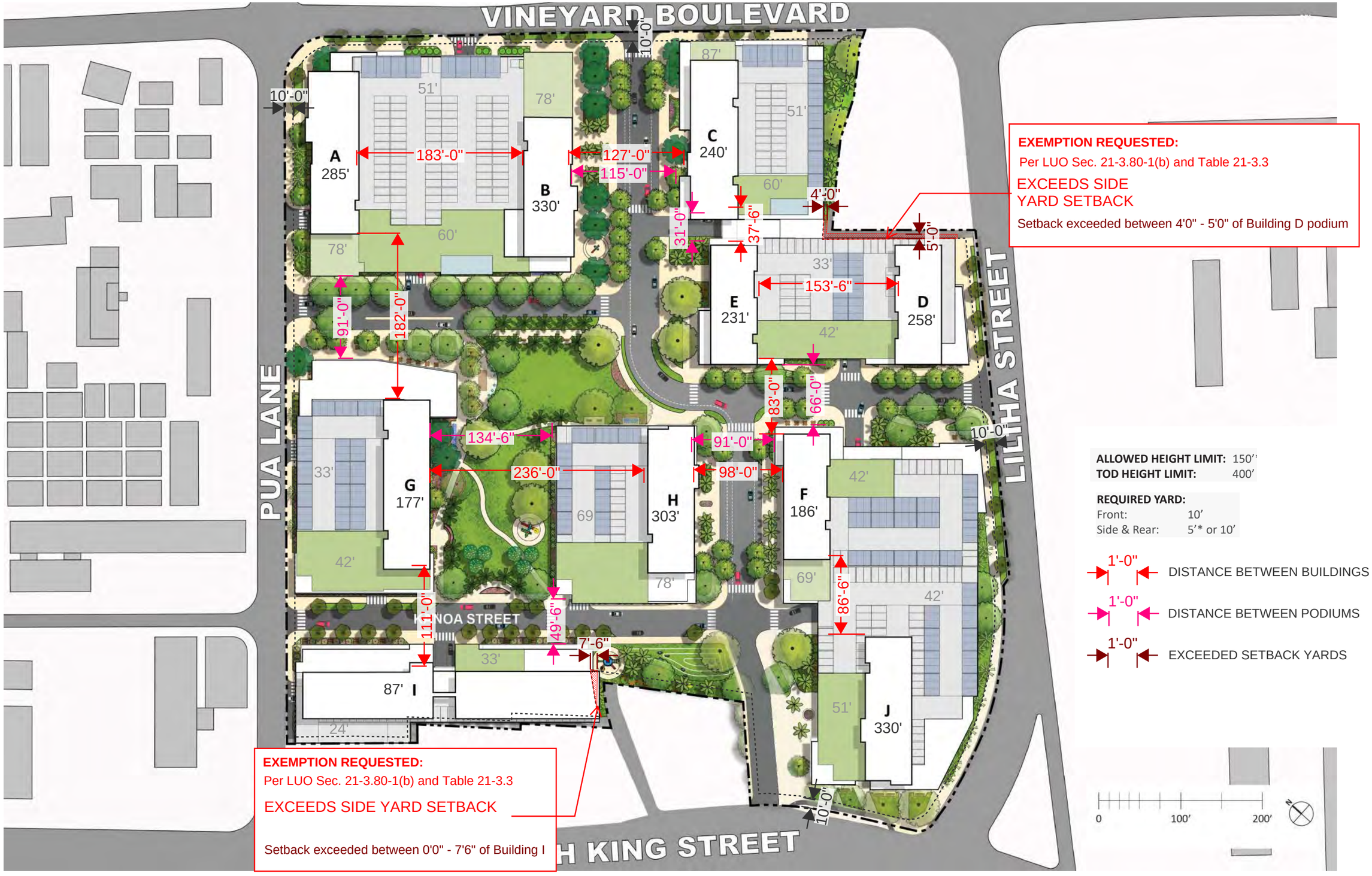
FORM PARTNERS

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OVERALL SITE PLAN

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A17



EXEMPTION REQUESTED:

Per LUO Sec. 21-3.80-1(b) and Table 21-3.3

EXCEEDS SIDE YARD SETBACK

Setback exceeded between 4'0" - 5'0" of Building D podium

EXEMPTION REQUESTED:

Per LUO Sec. 21-3.80-1(b) and Table 21-3.3

EXCEEDS SIDE YARD SETBACK

Setback exceeded between 0'0" - 7'6" of Building I

ALLOWED HEIGHT LIMIT:	150′
TOD HEIGHT LIMIT:	400′

REQUIRED YARD:

Front:	10′
Side & Rear:	5′* or 10′

1'-0" DISTANCE BETWEEN BUILDINGS

1'-0" DISTANCE BETWEEN PODIUMS

1'-0" EXCEEDED SETBACK YARDS

0 100′ 200′

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SETBACKS AND DISTANCES BETWEEN BUILDINGS

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A17a

EXEMPTION REQUESTED:
Per LUO Sec. 21-3.80-1(c) and Figure 21-3.3

TOWER EXCEEDS TRANSITIONAL HEIGHT

Setback exceeded between 5'0" - 14'0" of Tower A

EXEMPTION REQUESTED:
Per LUO Sec. 21-3.80-1(c) and Figure 21-3.3

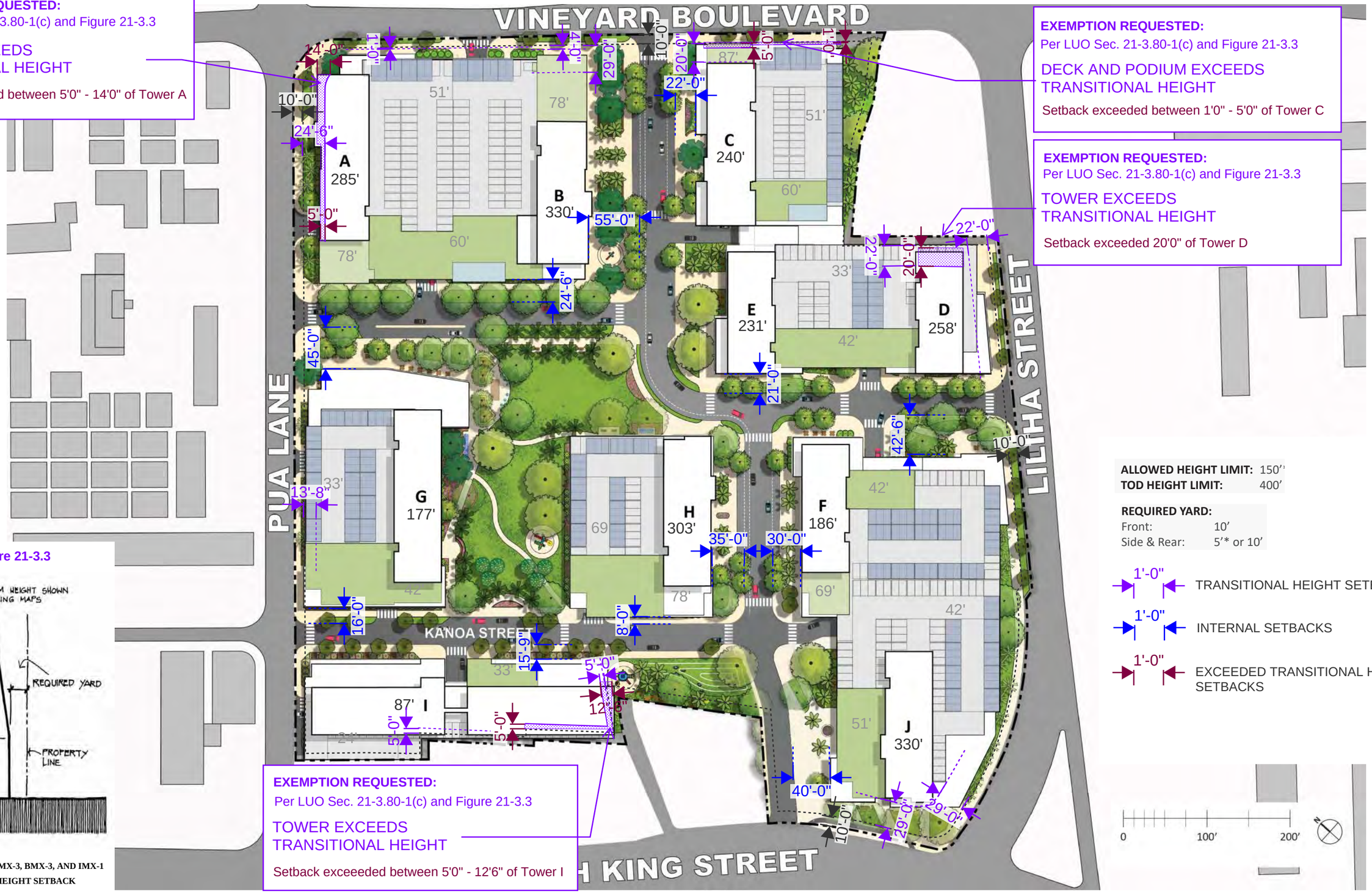
DECK AND PODIUM EXCEEDS TRANSITIONAL HEIGHT

Setback exceeded between 1'0" - 5'0" of Tower C

EXEMPTION REQUESTED:
Per LUO Sec. 21-3.80-1(c) and Figure 21-3.3

TOWER EXCEEDS TRANSITIONAL HEIGHT

Setback exceeded 20'0" of Tower D



ALLOWED HEIGHT LIMIT: 150'
TOD HEIGHT LIMIT: 400'

REQUIRED YARD:
Front: 10'
Side & Rear: 5'* or 10'

1'-0" TRANSITIONAL HEIGHT SETBACKS

1'-0" INTERNAL SETBACKS

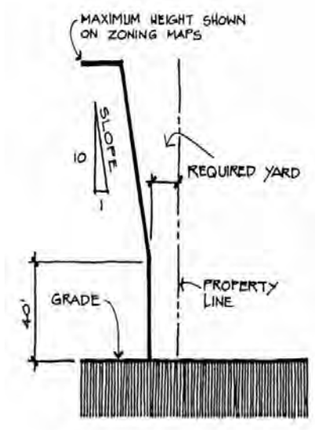
1'-0" EXCEEDED TRANSITIONAL HEIGHT SETBACKS

EXEMPTION REQUESTED:
Per LUO Sec. 21-3.80-1(c) and Figure 21-3.3

TOWER EXCEEDS TRANSITIONAL HEIGHT

Setback exceeeded between 5'0" - 12'6" of Tower I

Figure 21-3.3



A-2, A-3, AMX-2, AMX-3, BMX-3, AND IMX-1 DISTRICT HEIGHT SETBACK

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TRANSITIONAL HEIGHT SETBACKS AND INTERNAL SETBACKS

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A17b



OPEN SPACE		
MAX BUILDING AREA		
40% of total area (646,654 SF)	**258,662**	**SF**
PROPOSED BUILDING AREA	**362,674**	**SF**
PROPOSED OPEN SPACE	**219,489**	**SF**
Proposed Park Space (Included)	77,698	SF
PERCENT OPEN SPACE	**39%**	

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OPEN SPACE AND CIRCULATION PLAN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024



PARKING		
PARKING STRUCTURE	**Spaces**	**Ratio**
Parking structure 1		
Building A	447	1.4
Building B	472	1.3
Parking structure 2	392	1.5
Parking structure 3	408	1.2
Parking structure 4	246	1.4
Parking structure 5	283	1.4
Parking structure 6	493	1.4
Parking structure 7	189	1.5
Parking structure 8	490	1.4
TOTAL	**3420**	

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PARKING AND LOADING PLAN

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A19

MAYOR WRIGHT HOUSING

CONCEPTUAL LANDSCAPE PLAN

NORTH GRAPHIC SCALE: 1" = 40'-0"
0 10 20 40 80

1. CENTRAL OPEN SPACE PARK & COMMUNITY CENTER
   - LARGE OPEN LAWN AREA*
   - MOVIE NIGHTS*
   - CULTURAL GAMES*
   - SPLASH PAD*
   - SPACE FOR SPECIAL EVENTS*
2. CHILDRENS PLAY STRUCTURES
3. DROP OFF/PICK UP ZONE
4. BIKE LANE (VINEYARD BLVD. TO N. KING STREET)
5. BIKE RACKS
6. OUTDOOR SEATING AREAS
7. LEI GARDEN

VINEYARD BOULEVARD

PUA LANE

LILIHA STREET

NORTH KING STREET

A B C D E F G H I J

*POTENTIAL ACTIVITIES/AMENITIES

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HIGHRIDGE COSTA CHANGING LIVES

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CONCEPTUAL LANDSCAPE PLAN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A20

MAYOR WRIGHT HOUSING

CONCEPTUAL LANDSCAPE PLAN

NORTH GRAPHIC SCALE: 1" = 40'-0"
0 10 20 40 80



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CONCEPTUAL LANDSCAPE PLAN
MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

MAYOR WRIGHT HOUSING

CONCEPTUAL LANDSCAPE PLAN - RECREATIONAL DECKS: LEVELS 4-7

NORTH GRAPHIC SCALE: 1" = 40'-0"
0 10 20 40 80

① TOWER A/B SHARED REC. DECK - LEVEL 7
② TOWER C REC. DECK - LEVEL 7
③ TOWER E/D SHARED REC. DECK - LEVEL 5 *
④ TOWER F REC. DECK - LEVEL 5 *
⑤ TOWER G REC. DECK - LEVEL 4 *
⑥ TOWER I REC. DECK - LEVEL 4 *
⑦ TOWER J REC. DECK - LEVEL 6 *



*DESIGN EXCLUDED FROM PHASE 1

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HIGHRIDGE COSTA CHANGING LIVES
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MAYOR WRIGHT HOUSING

CONCEPTUAL LANDSCAPE PLAN - RECREATIONAL DECKS: LEVELS 8-10

NORTH GRAPHIC SCALE: 1" = 40'-0"
0 10 20 40 80

① TOWER A REC. DECK - LEVEL 9
② TOWER B REC. DECK - LEVEL 9
③ TOWER C REC. DECK - LEVEL 10
④ TOWER F REC. DECK - LEVEL 8*
⑤ TOWER H REC. DECK - LEVEL 8*



*DESIGN EXCLUDED FROM PHASE 1

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CONCEPTUAL LANDSCAPE PLAN - RECREATIONAL DECK LEVEL 8-10
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TREES



DWARF HAU *



KUKUI *



MAHOGANY



MONKEYPOD



NARRA



SHOWER TREE



TRUE KOU *



TULIPWOOD



PLUMERIA

PALMS



JOHANIS PALM



ARECA PALM



FOXTAIL PALM



MACARTHUR PALM



MANILA PALM



PYGMY DATE PALM



LOULU PALM

suggested plant palette

KA LEI MOMI - MAYOR WRIGHT HOUSING

* indicates plant is native/canoe

PBR HAWAII & ASSOCIATES, INC.

11/10/2023

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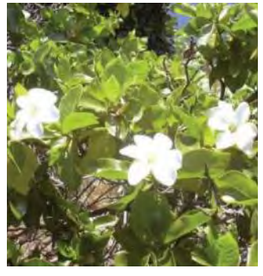
HIGHRIDGE COSTA CHANGING LIVES

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Hawaii Public Housing Authority

SHRUBS


CROWNFLOWER


NA'U GARDENIA *


AKIA *

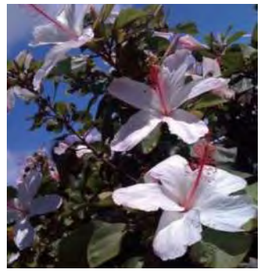

NAUPAKA *


PLUMBAGO


POHINAHINA *


TIARE GARDENIA *


RED TI *


KOKI'OKE'OKE'O *


PUAKENIKENI *


CROTON


EMERALD GREEN TI *

GROUNDCOVERS


DWARF LAUAE *


HUALALAI LILY


DWARF PINK IXORA


KUPUKUPU FERN *


PALAPALAI FERN *


'UKI'UKI *

LAWN


ST. AUGUSTINE GRASS


EL TORO ZOYSIA GRASS

* indicates plant is native/canoe

suggested plant palette

KA LEI MOMI - MAYOR WRIGHT HOUSING

PBR HAWAII & ASSOCIATES, INC.

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HIGHRIDGE COSTA CHANGING LIVES

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Hawaii Public Housing Authority

VINEYARD BOULEVARD

A

B

C

D

E

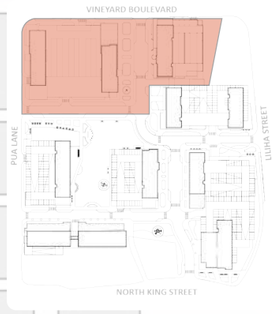
F

G

PUA LANE

LUAHA STREET

KEY PLAN



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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - SITE PLAN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A26

BUILDING A

TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

GROUND FLOOR
PARKING: 53 TOTAL
26 RESI
10 RETAIL
17 VISITOR
BIKE PARKING: 172 STALLS

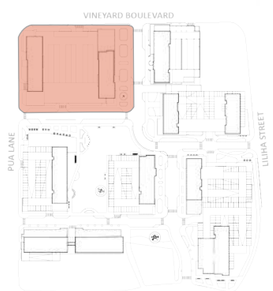


BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

GROUND FLOOR
PARKING: 57 TOTAL
38 RESI
12 RETAIL
7 VISITOR
BIKE PARKING: 172 STALLS

KEY PLAN



0 16' 32'

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HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: GROUND FLOOR

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A27

BUILDING A

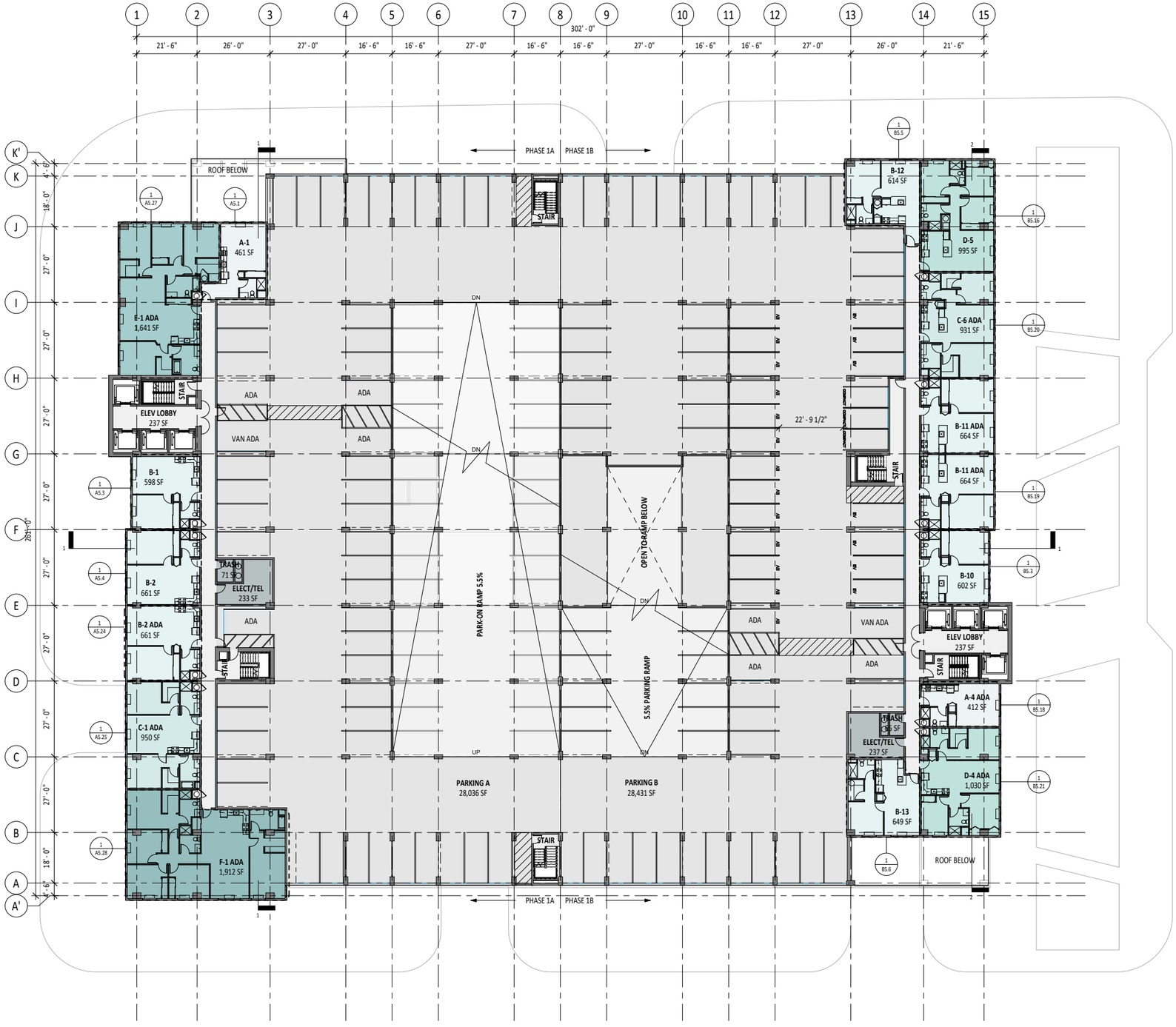
TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 2
PARKING: 87 TOTAL RESIDENTIAL
UNITS: 7

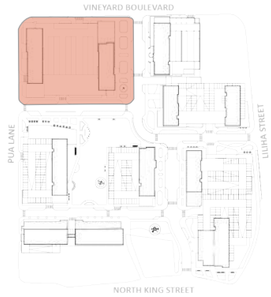
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 2
PARKING: 79 TOTAL RESIDENTIAL
UNITS: 9



KEY PLAN



0 16' 32'

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HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
STATE OF HAWAII 1959
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 2

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A28

BUILDING A

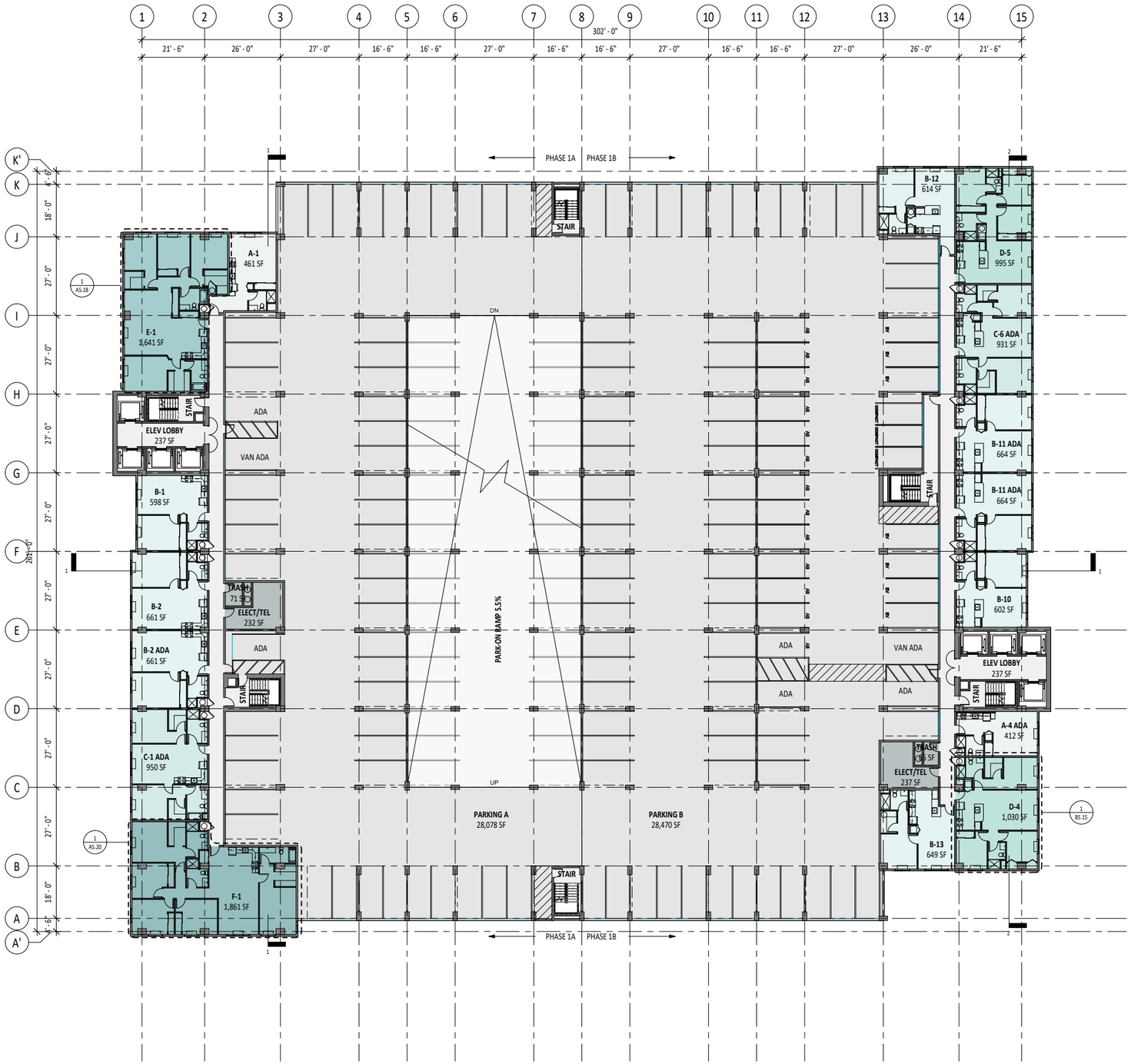
TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 3
PARKING: 87 TOTAL RESIDENTIAL
UNITS: 7

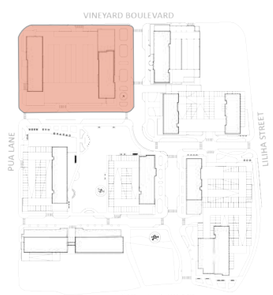
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 3
PARKING: 92 TOTAL RESIDENTIAL
UNITS: 9



KEY PLAN



0 16' 32'

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 3

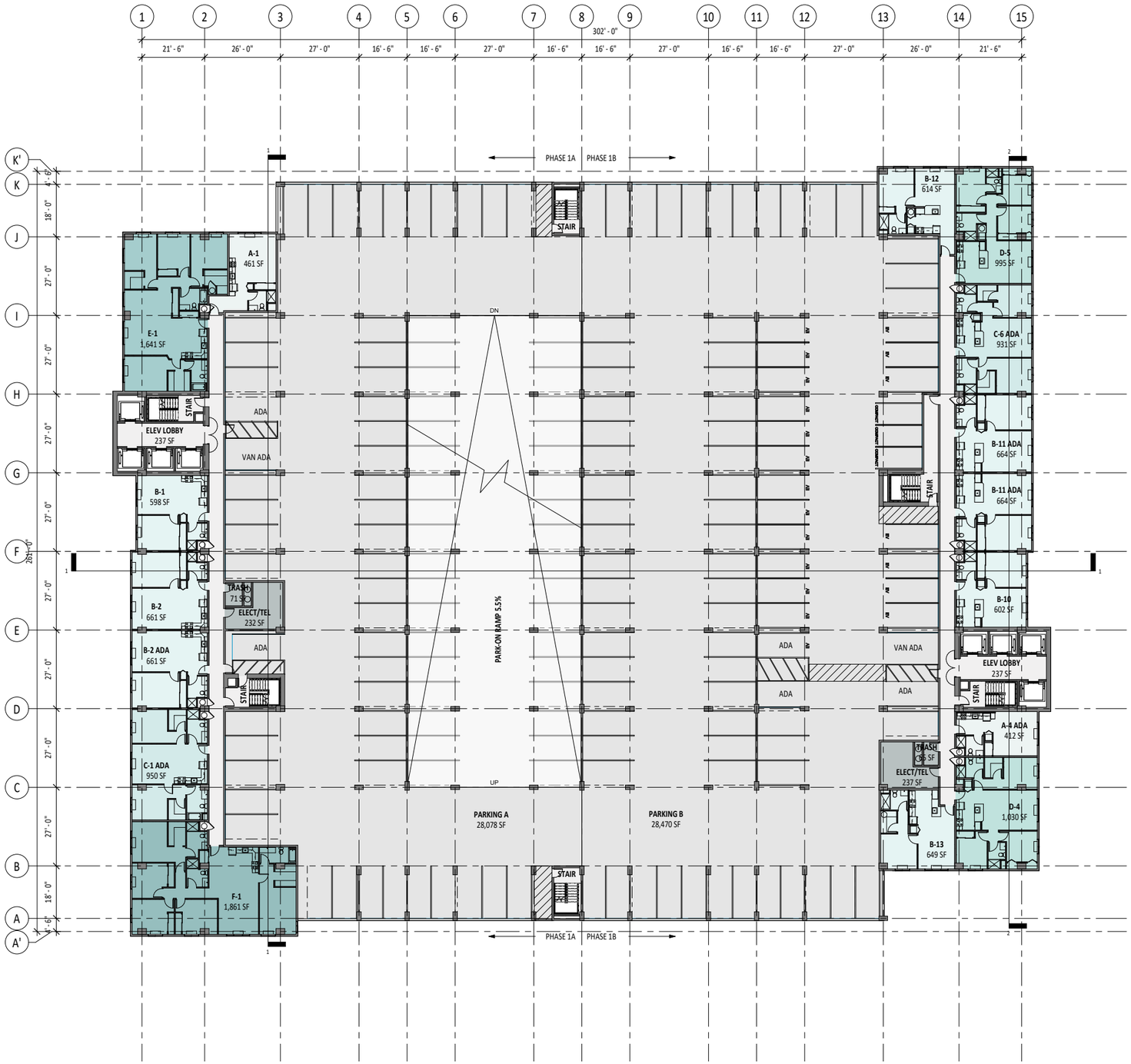
MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A29

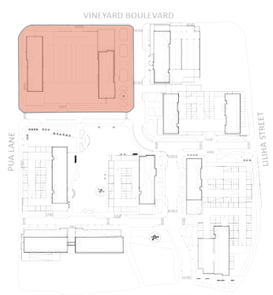
BUILDING A

TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 4
PARKING: 87 TOTAL RESIDENTIAL
UNITS: 7



KEY PLAN



BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 4
PARKING: 92 TOTAL RESIDENTIAL
UNITS: 9

0 16' 32'

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 4

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

BUILDING A

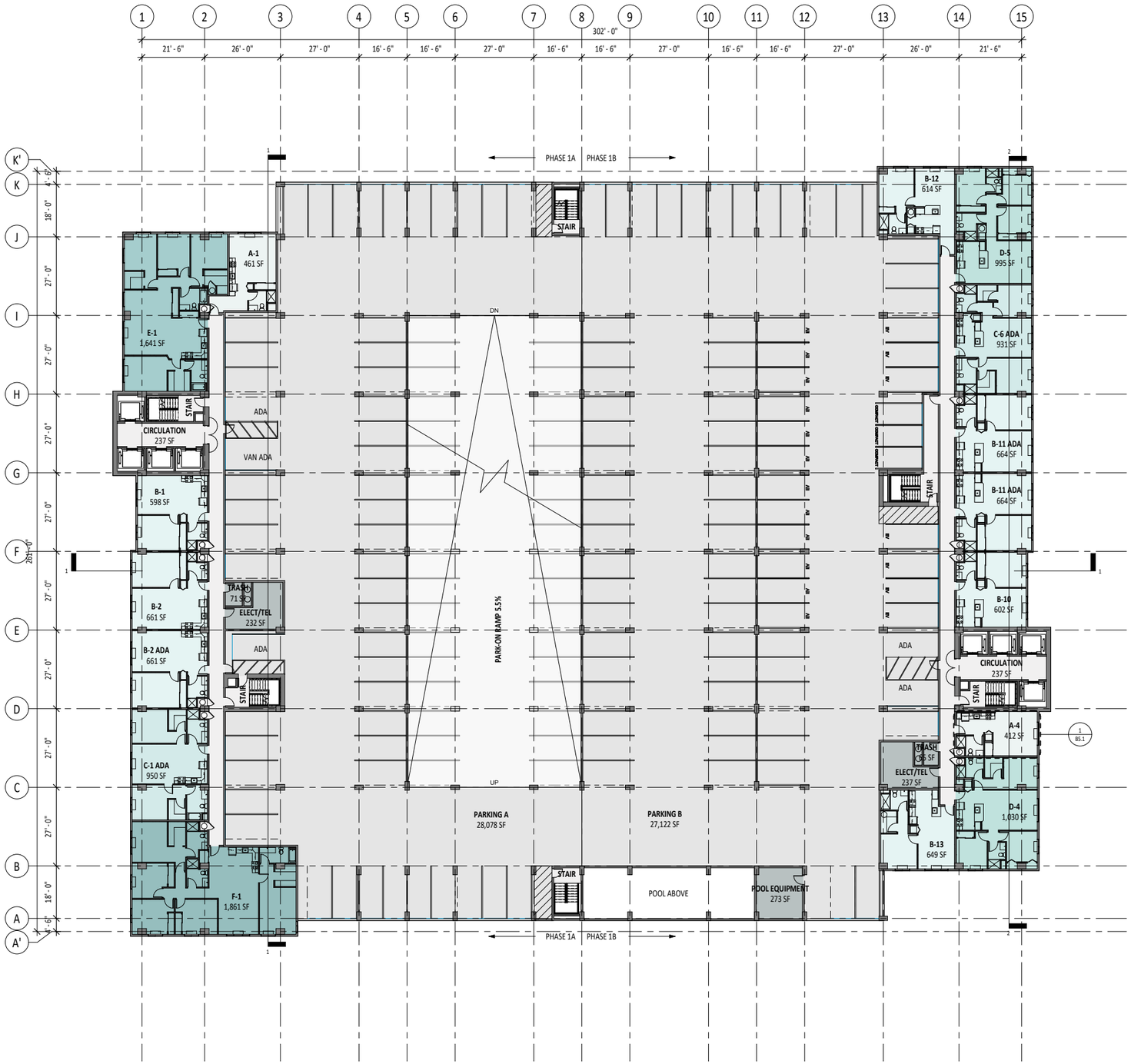
TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 5
PARKING: 87 TOTAL RESIDENTIAL
UNITS: 7

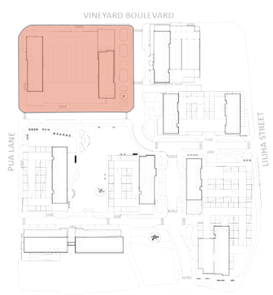
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 5
PARKING: 83 TOTAL RESIDENTIAL
UNITS: 9



KEY PLAN



0 16' 32'

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 5

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A31

BUILDING A

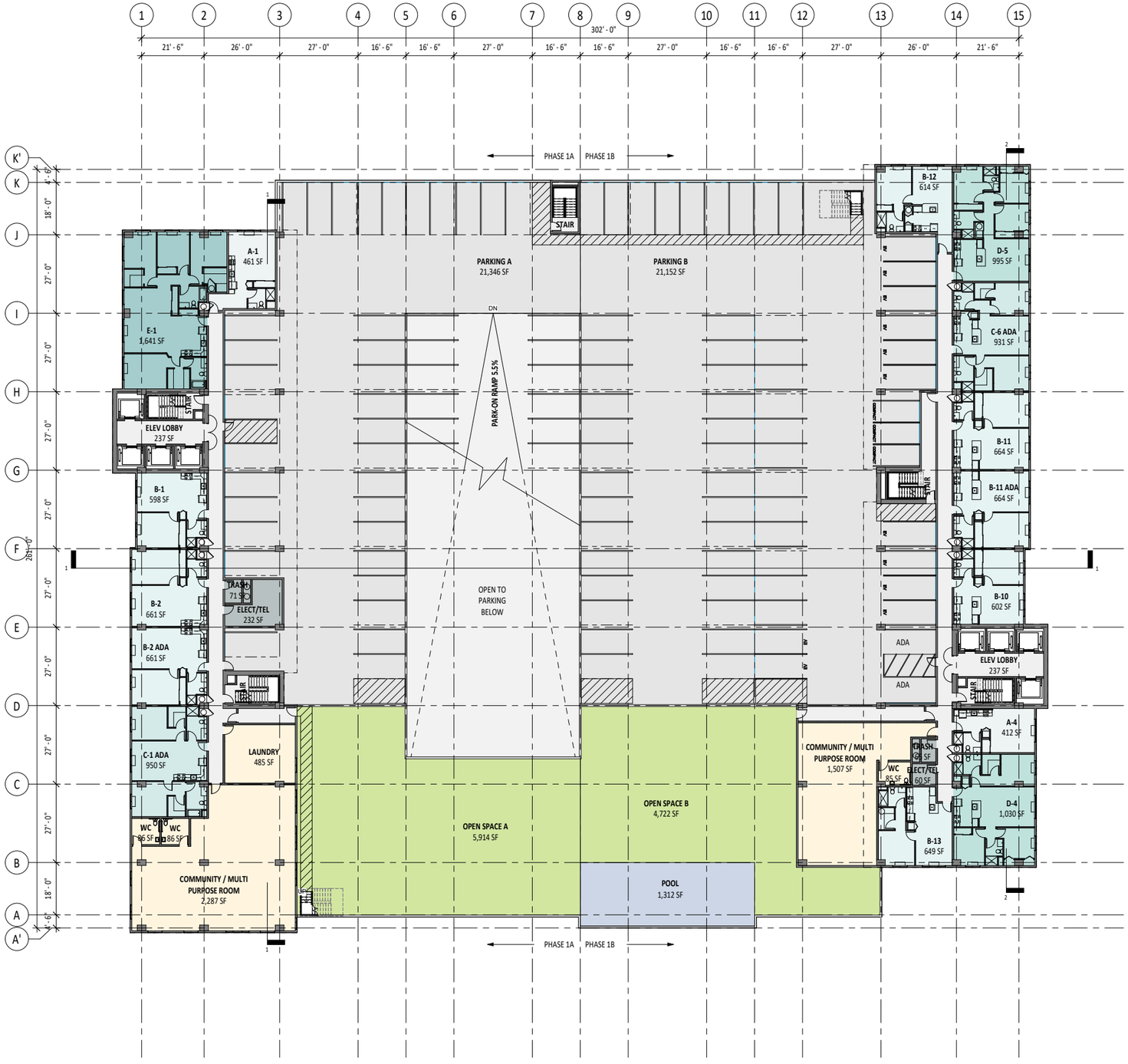
TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 6
PARKING: 46 TOTAL RESIDENTIAL
UNITS: 6

BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 6
PARKING: 69 TOTAL RESIDENTIAL
UNITS: 9



KEY PLAN



lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 6

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A32

BUILDING A

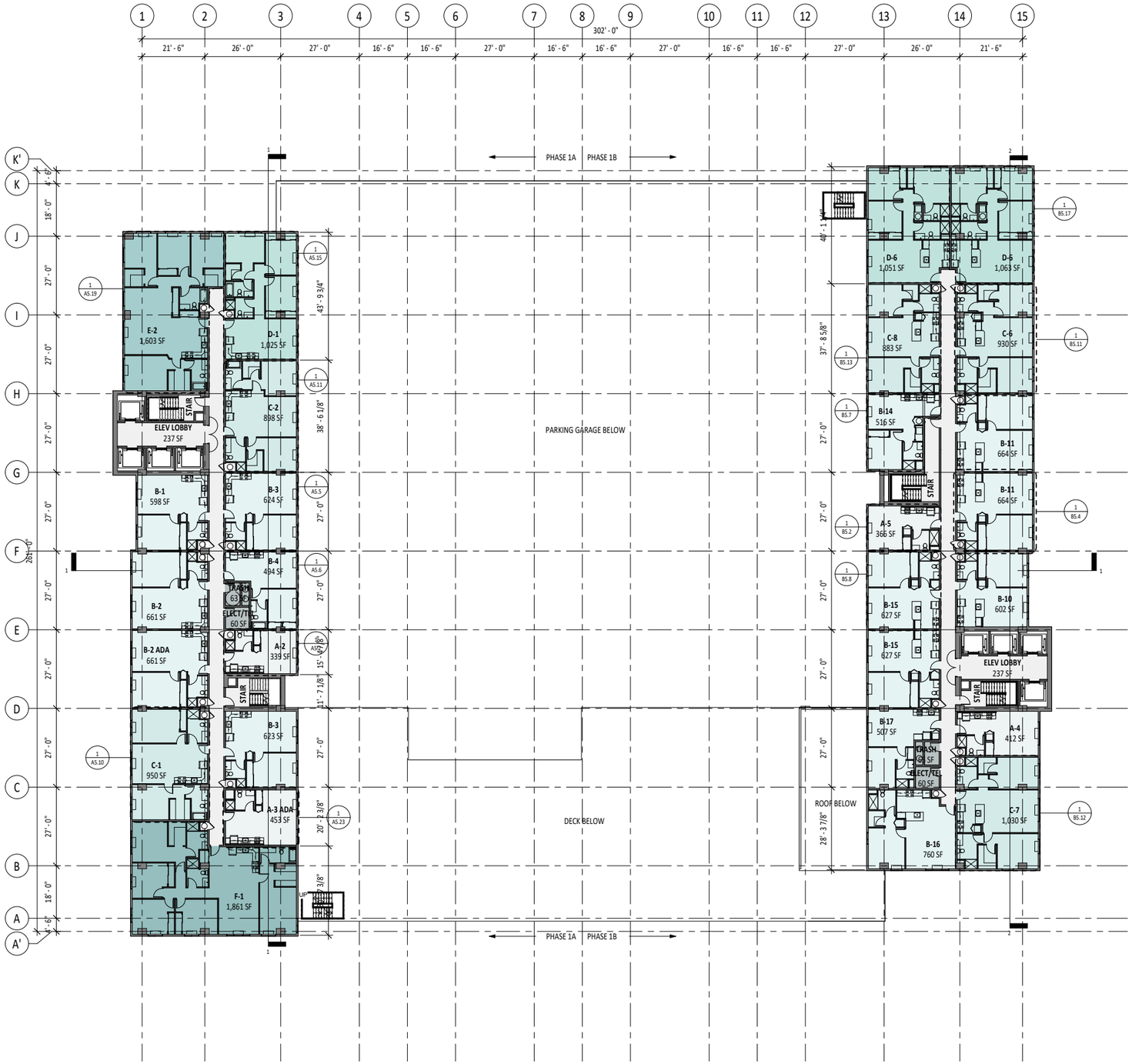
TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 7
UNITS: 13

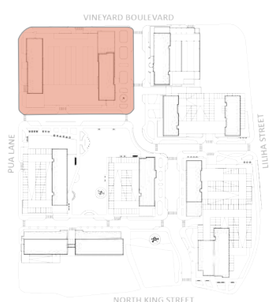
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 7
UNITS: 15



KEY PLAN



0 16' 32'

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

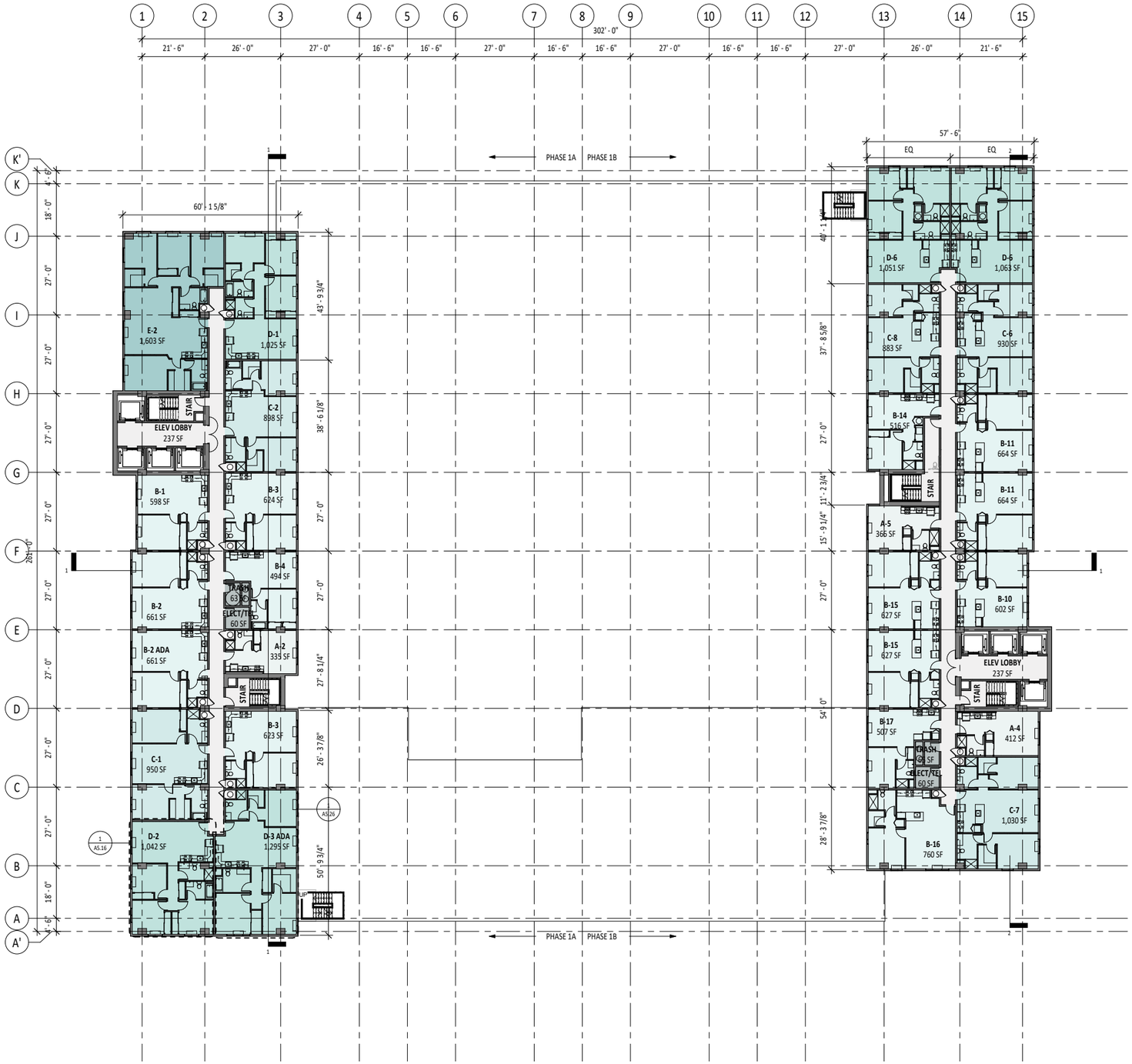
PHASE 1 - BUILDING A & B: LEVEL 7
MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A33

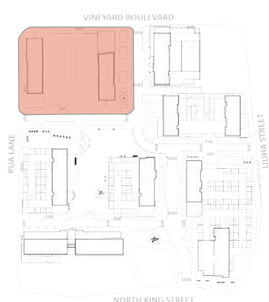
BUILDING A

TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 8
UNITS: 13



KEY PLAN



BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 8
UNITS: 15

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HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 8
MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A34

BUILDING A

TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 9
UNITS: 9

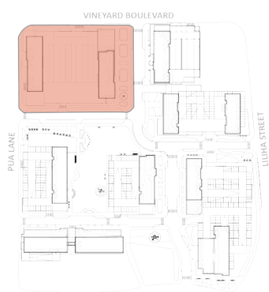
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 9
UNITS: 9



KEY PLAN



0 16' 32'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 9
MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A35

BUILDING A

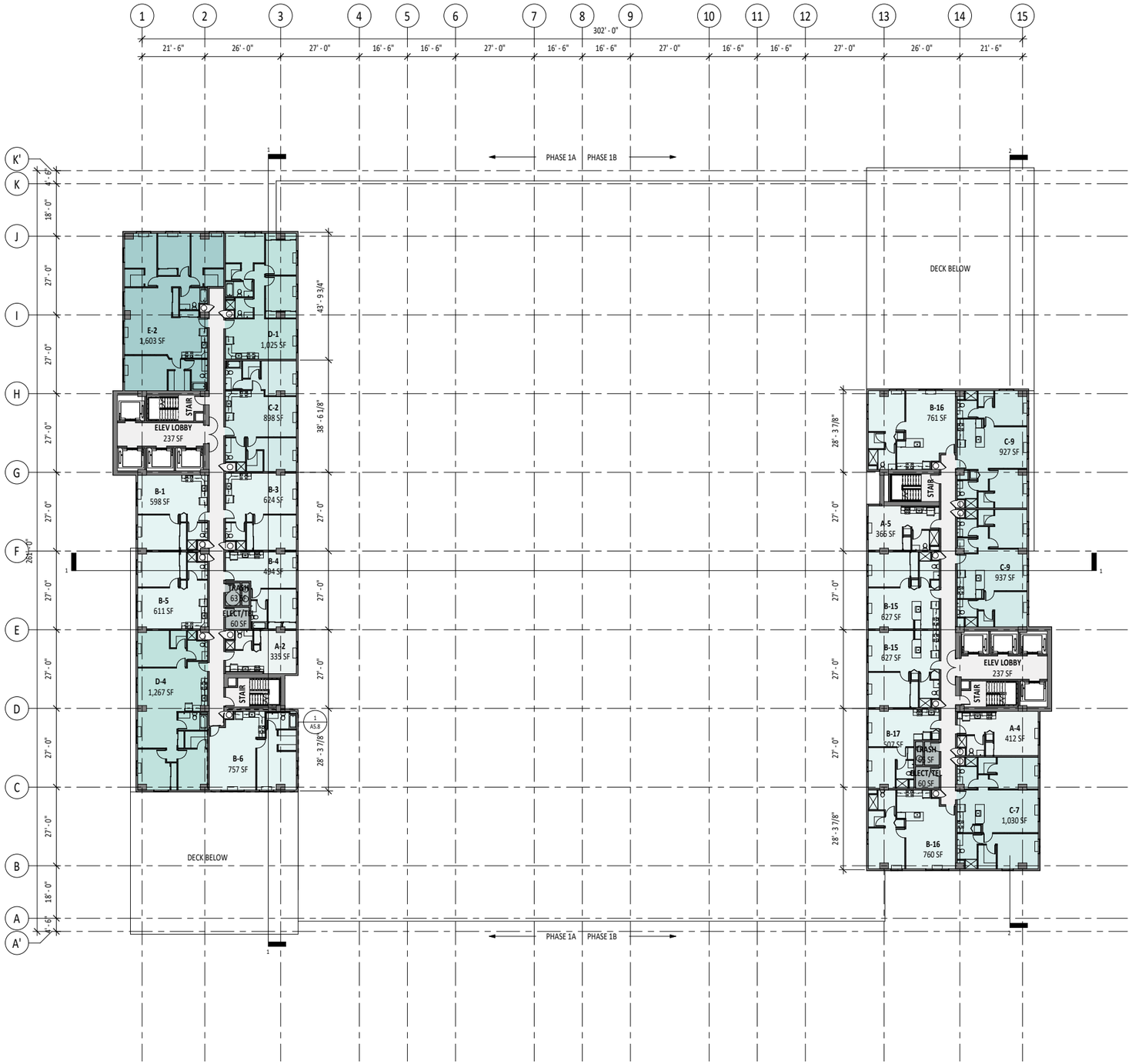
TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 10
UNITS: 10

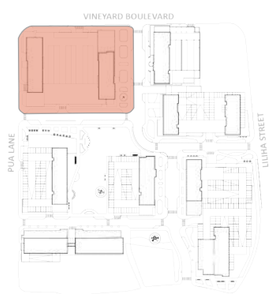
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 10
UNITS: 10



KEY PLAN



0 16' 32'

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 10

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A36

BUILDING A

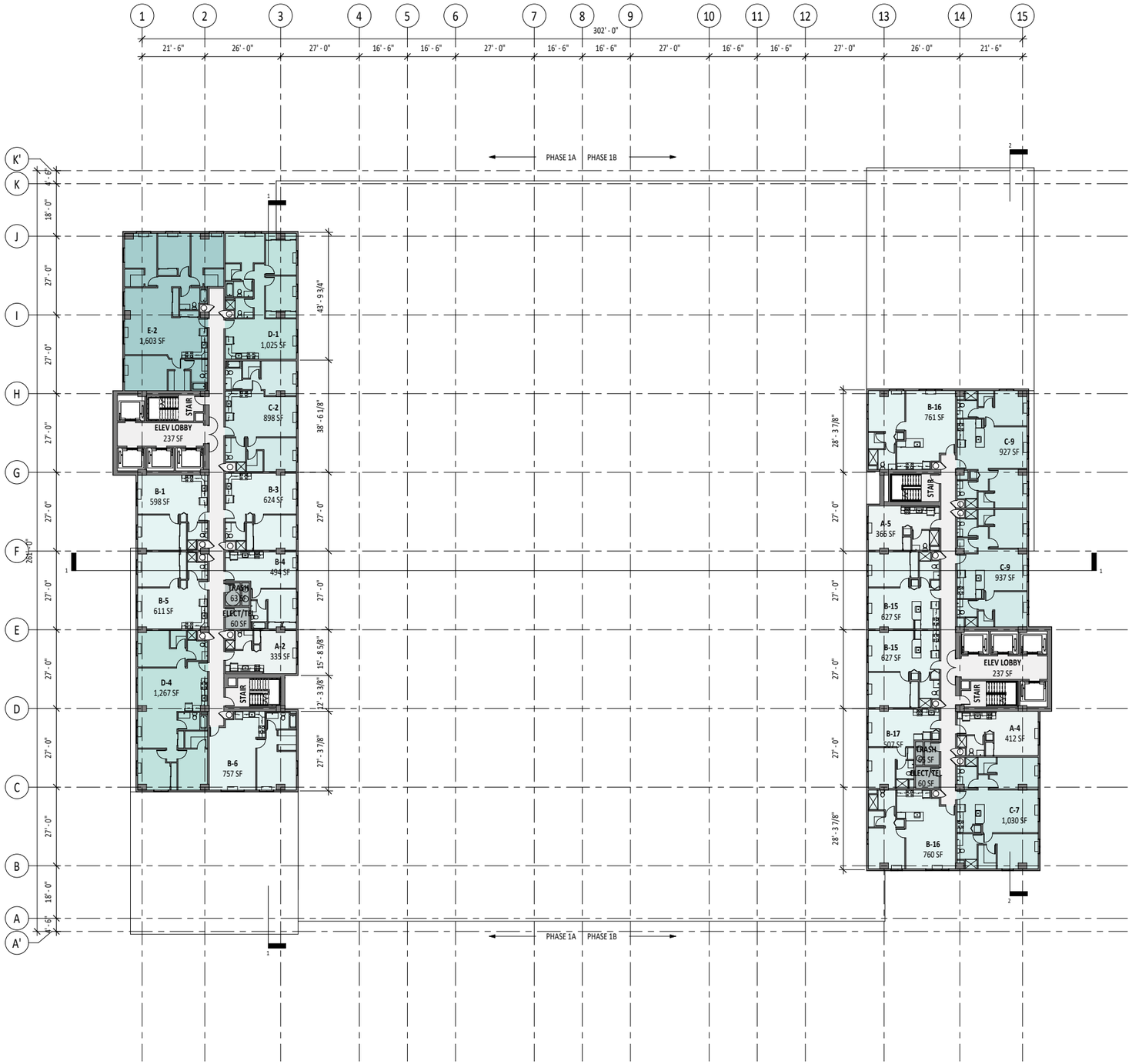
TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 11
UNITS: 10

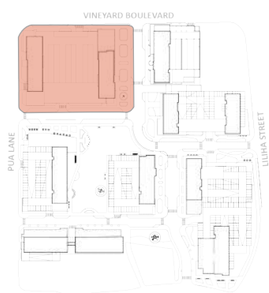
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 11
UNITS: 10



KEY PLAN



0 16' 32'

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: LEVEL 11

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A37

BUILDING A

TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

LEVEL 12
UNITS: 11

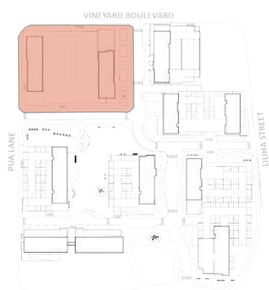
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 12
UNITS: 10



KEY PLAN



0 16' 32'

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: TYPICAL RESIDENTIAL LEVEL 12-31

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A38

BUILDING A

TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

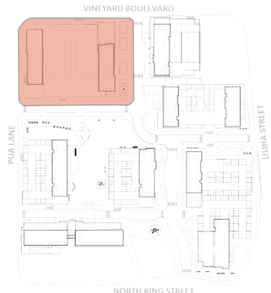
BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS

LEVEL 32
UNITS: 10



KEY PLAN



0 16' 32'

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
STATE OF HAWAII 1959
Hawaii Public Housing Authority

PHASE 1 - BUILDING A: ROOF PLAN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

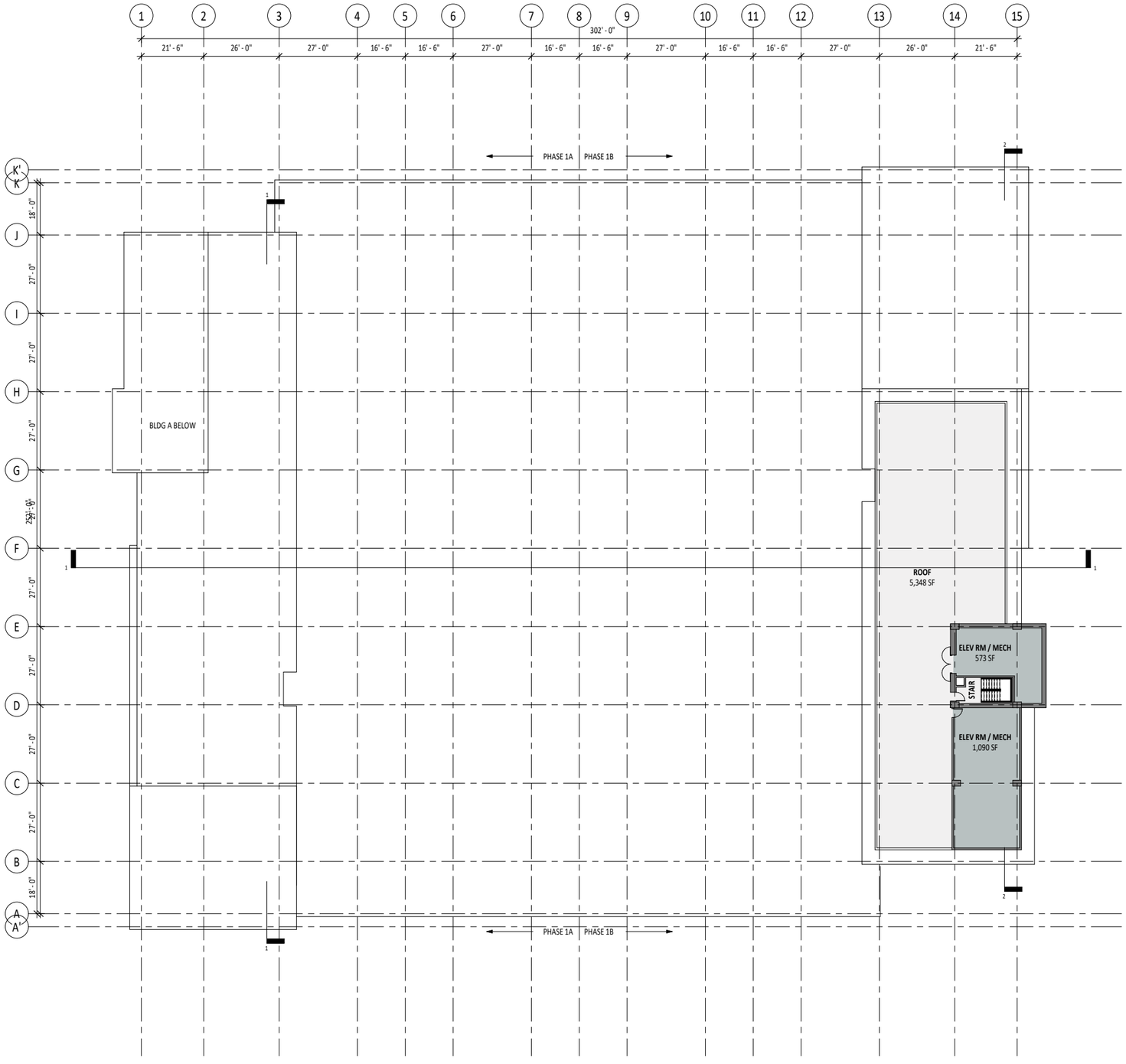
A39

BUILDING A

TOTAL UNITS: 309
TOTAL PARKING: 447
TOTAL HEIGHT: 288’-0”
31 FLOORS

BUILDING B

TOTAL UNITS: 354
TOTAL PARKING: 472
TOTAL HEIGHT: 333’-0”
36 FLOORS



KEY PLAN



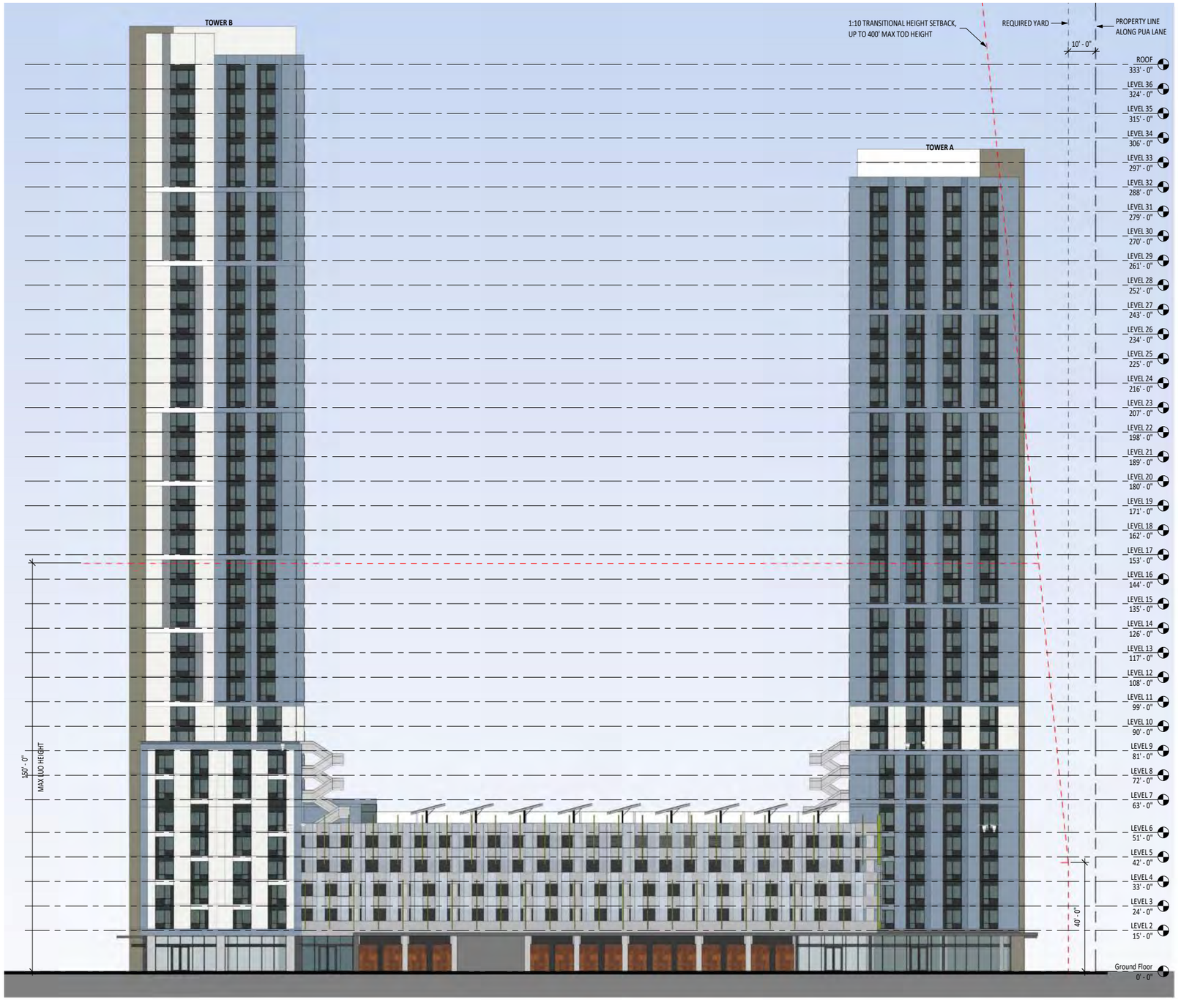
0 16' 32' N

lowney arch
HIGHRIDGE COSTA CHANGING LIVES
FORM PARTNERS
Hawaii Public Housing Authority

PHASE 1 - BUILDING B: ROOF PLAN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A40



0 16' 32'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: NORTH ELEVATION

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A41



lowney arch

HIGHRIDGE COSTA
CHANGING LIVES

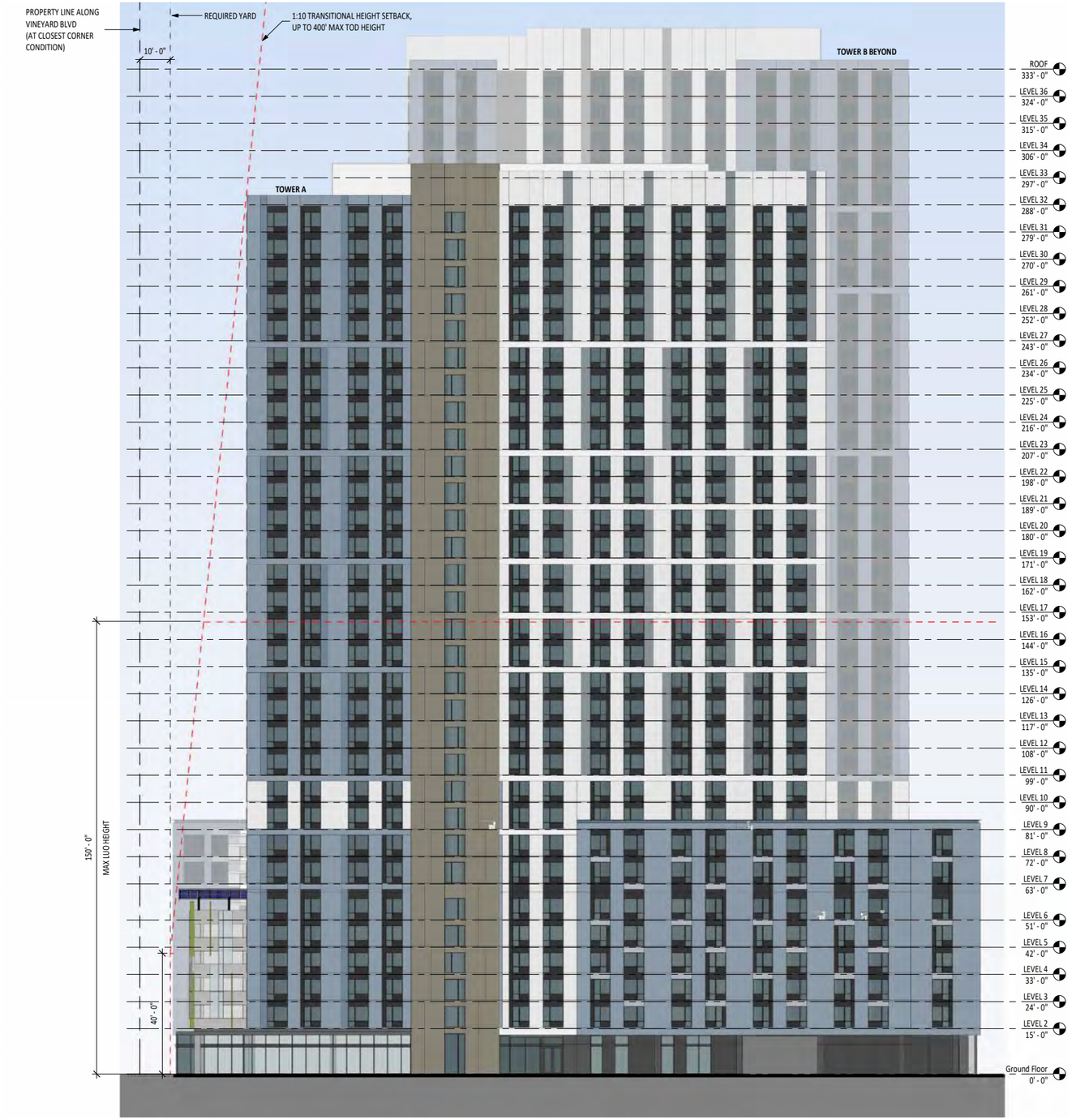
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: SOUTH ELEVATION

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A42



lowney arch

HIGHRIDGE COSTA CHANGING LIVES

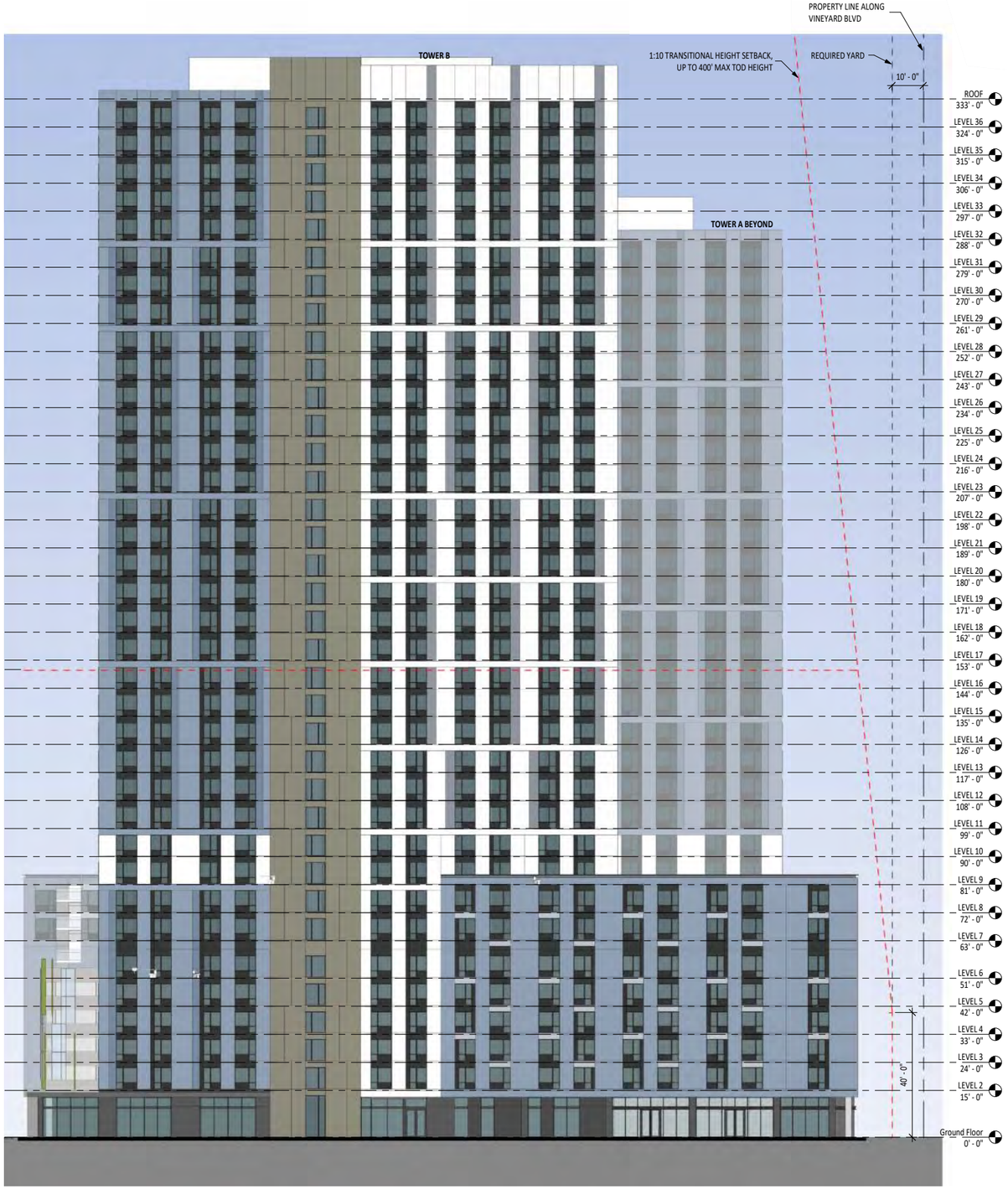
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: WEST ELEVATION

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A43



lowney arch

HIGHRIDGE COSTA CHANGING LIVES

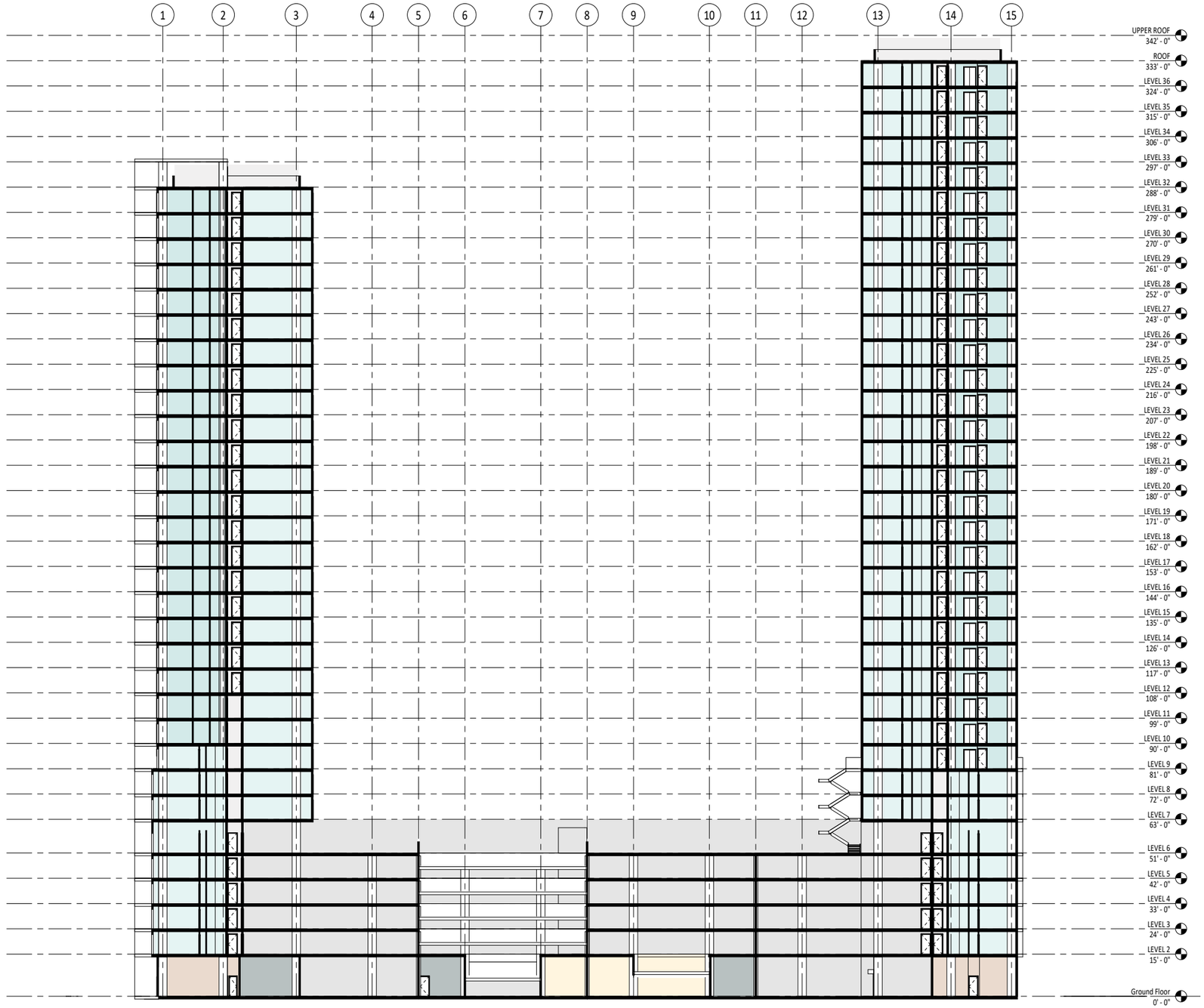
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: EAST ELEVATION

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A44



0 16' 32'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

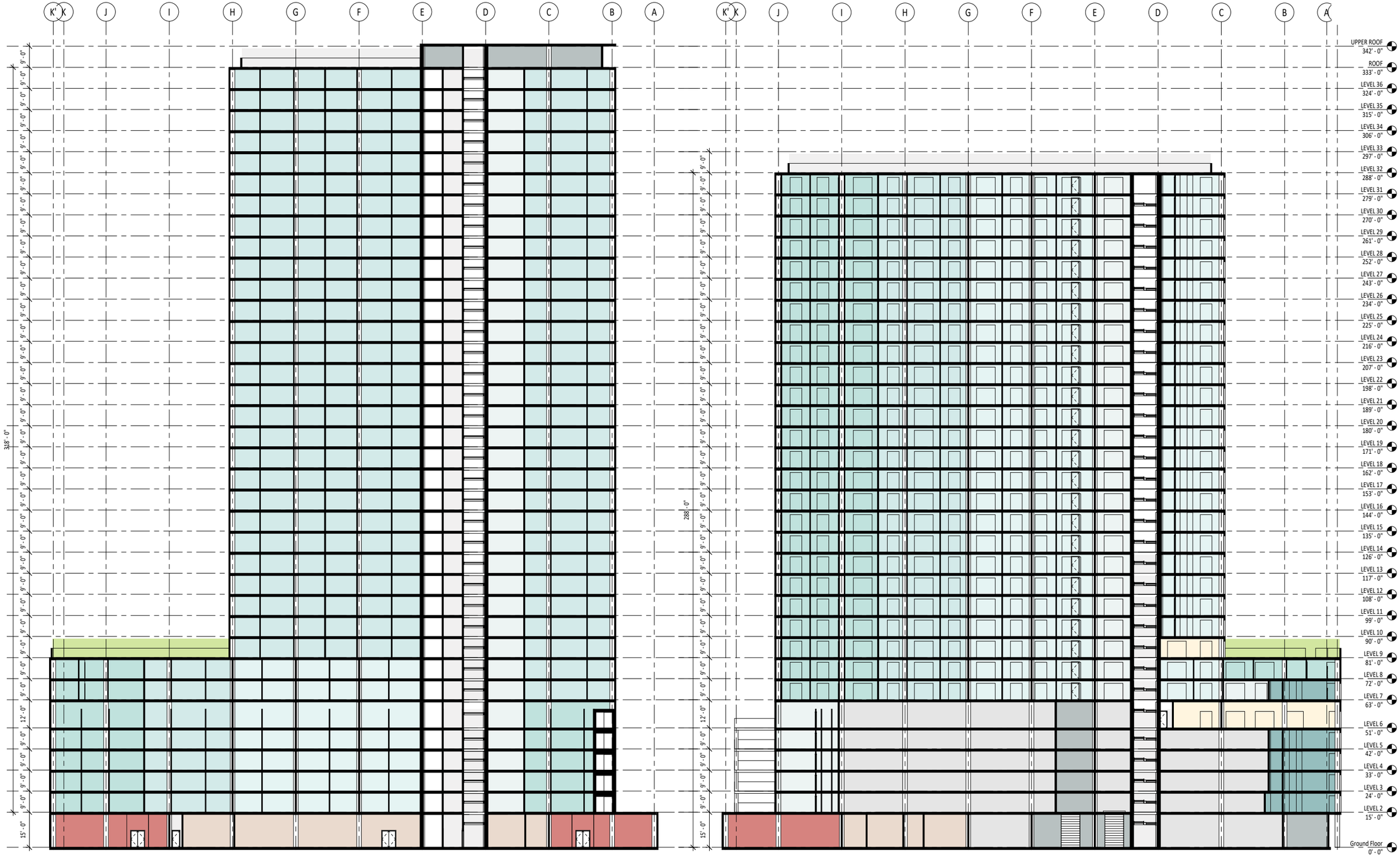
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: SECTIONS

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A45



lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A & B: SECTIONS

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A46

TOWER A - PROGRAM SUMMARY

	Unit Type							Parking Spaces				Areas	
	Studio	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed	Total	Residential	Retail	Visitor	Total	Area GSF*	FAR GSF**
Level 1	0	0	0	0	0	0	0	26	10	17	53	38,428.61	13,582.76
Level 2	1	3	1	0	1	1	7	87			87	38,503.58	10,466.58
Level 3	1	3	1	0	1	1	7	87			87	38,503.58	10,425.58
Level 4	1	3	1	0	1	1	7	87			87	38,503.58	10,425.58
Level 5	1	3	1	0	1	1	7	87			87	38,503.58	10,425.58
Level 6	1	3	1	0	1	0	6	46			46	32,732.54	8,441.54
Level 7	2	6	2	1	1	1	13					14,122.62	14,122.62
Level 8	1	6	2	3	1	0	13					14,122.62	14,122.62
Level 9	1	4	1	2	1	0	9					11,118.61	11,118.61
Level 10	1	5	1	2	1	0	10					11,118.61	11,118.61
Level 11	1	5	1	2	1	0	10					11,118.61	11,118.61
Level 12	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 13	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 14	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 15	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 16	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 17	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 18	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 19	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 20	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 21	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 22	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 23	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 24	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 25	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 26	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 27	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 28	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 29	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 30	1	5	4	1	0	0	11					11,118.61	11,118.61
Level 31	1	5	4	1	0	0	11					11,118.61	11,118.61
Roof												1,734.00	1,734.00
Replacement	0	0	8	28	10	5	51						
Total	**31**	**141**	**92**	**30**	**10**	**5**	**309**	**420**	**10**	**17**	**447**	**510,882.74**	**349,474.89**
Unit mix	10%	46%	30%	10%	3%	2%	100%						
Parking ratio								1.36					

* Excludes decks & parking garage

TOWER B - PROGRAM SUMAMRY

	Unit Type							Parking Spaces					Areas	
	Studio	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed	Total	Residential	Retail	Visitor	Additional	Total	Area GSF*	FAR GSF**
Level 1	0	0	0	0	0	0	0	38	12	7	0	57	38,691.55	14,651.55
Level 2	1	5	1	2	0	0	9	79				79	38,394.53	10,004.53
Level 3	1	5	1	2	0	0	9	92				92	38,434.53	10,004.53
Level 4	1	5	1	2	0	0	9	92				92	38,434.53	10,004.53
Level 5	1	5	1	2	0	0	9	83				83	38,434.53	10,004.53
Level 6	1	5	1	2	0	0	9	69				69	32,812.40	10,109.40
Level 7	2	8	3	2	0	0	15						14,086.50	14,086.50
Level 8	2	8	3	2	0	0	15						14,086.50	14,086.50
Level 9	2	4	3	0	0	0	9						9,583.11	9,583.11
Level 10	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 11	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 12	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 13	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 14	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 15	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 16	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 17	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 18	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 19	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 20	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 21	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 22	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 23	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 24	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 25	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 26	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 27	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 28	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 29	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 30	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 31	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 32	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 33	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 34	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 35	2	5	3	0	0	0	10						9,583.11	9,583.11
Level 36	2	5	3	0	0	0	10						9,583.11	9,583.11
Roof													1,686.00	1,686.00
Total	**65**	**180**	**95**	**14**	**0**	**0**	**354**	**453**	**12**	**7**	**0**	**472**	**523,388.15**	**362,965.15**
Unit mix	18%	51%	27%	4%	0%	0%	100%							
Parking ratio								1.28						

* Excludes decks & parking garage

BICYCLE PARKING TOWER A

		REQUIRED	PROVIDED
Short-term	1 per 10 units	30.9	31
Long-term	1 per 2 units	154.5	172

PARKING TOWER A

		REQUIRED	PROVIDED
Residential Stalls	1 per Studio & 1BR, 1.5 per 2BR, 2 per 3+ BR	400	420
Visitor			17
EV	100% AMI and below exempt	0	0
Retail	1 per 300 sf	9.74	10
TOTAL		**410**	**447**
ADA Stalls - Dedicated Resi	1 stall per ADA unit (5% mobility)	16	17
ADA Stalls - Additional Resi	2% of 30 additional stalls	0.6	1
ADA Stalls - Visitor	1 per 25 stalls	1	1
ADA Stalls - Retail	1 per 25 stalls	1	1
TOTAL ADA	*included in parking total*	**19**	**19**
Car spaces		13	13
Van spaces	1 per 6 stalls must be van, per designation	6	6

LOADING TOWER A

	REQUIRED	PROVIDED
Retail	1	1
Multifamily dwellling units	2	2

Required loading sizes
Two spaces at 8'-6" x 19' x 10' high
One space at 12' x 35' x 14' high

ADA - TOWER A

		REQUIRED	PROVIDED
Units	5% (mobility)	15.5	16
	2% (communication)	6.2	TBD

BICYCLE PARKING TOWER B

		REQUIRED	PROVIDED
Short-term	1 per 10 units	35.4	36
Long-term	1 per 2 units	177	172

PARKING TOWER B

		REQUIRED	PROVIDED
Residential Stalls	1 per Studio & 1BR, 2 per 2+ BR	463	453
Visitor			7
EV	20% of parking (*included in total*)	94.4	95
Retail	1 per 300 sf	11.8	12
TOTAL		**475**	**472**
ADA Stalls - Dedicated Resi	1 stall per ADA unit (5% mobility)	18	19
ADA Stalls - Additional Resi	*None*		
ADA Stalls - Visitor	1 per 25 stalls	1	1
ADA Stalls - Retail	1 per 25 stalls	1	1
TOTAL ADA	*included in parking total*	**20**	**21**
Car spaces		15	15
Van spaces	1 per 6 stalls must be van, per designation	5	6

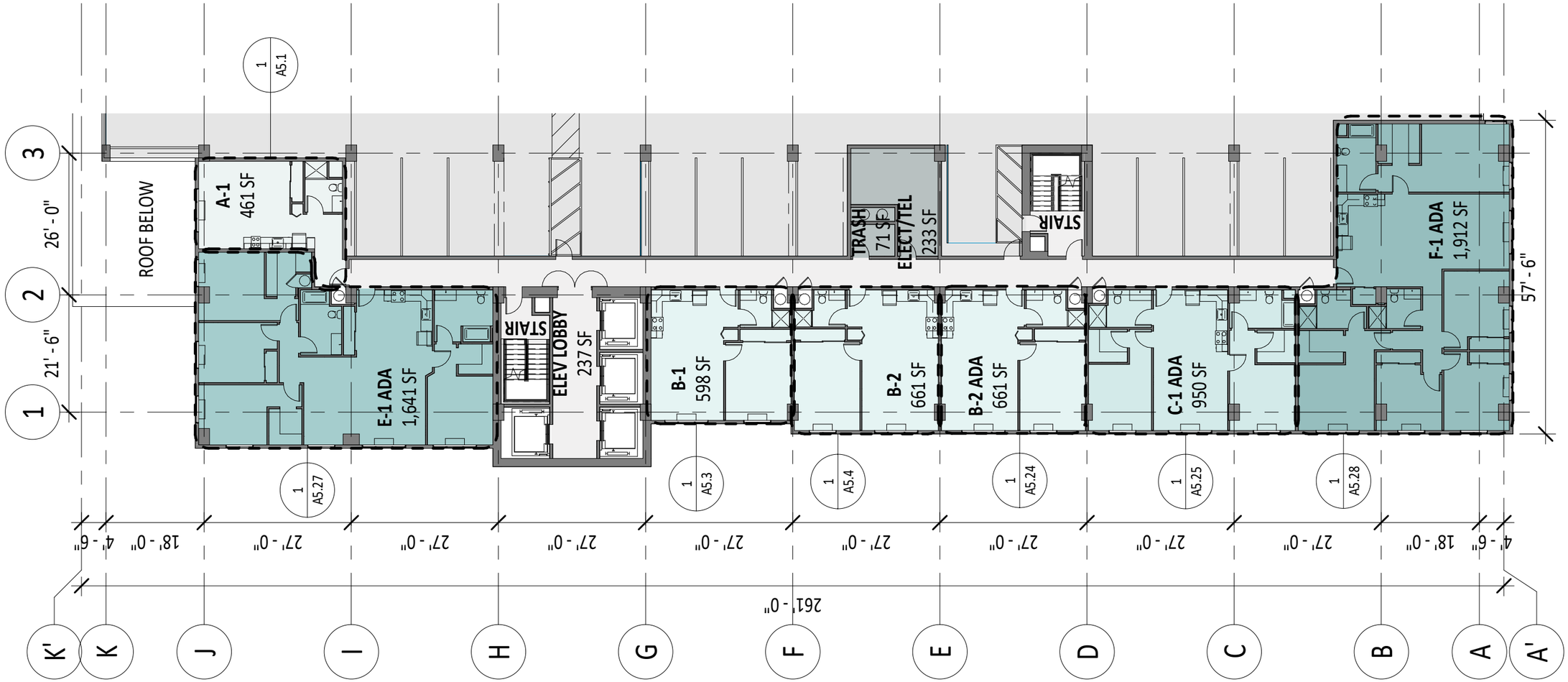
LOADING TOWER B

	REQUIRED	PROVIDED
Retail	1	1
Multifamily dwellling units	2	2

Required loading sizes
Two spaces at 8'-6" x 19' x 10' high
One space at 12' x 35' x 14' high

ADA - TOWER B

		REQUIRED	PROVIDED
Units	5% (mobility)	17.7	18
	2% (communication)	7.1	TBD



KEY PLAN



0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A: ENLARGED PLAN LEVEL 2-5

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A48



KEY PLAN



0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

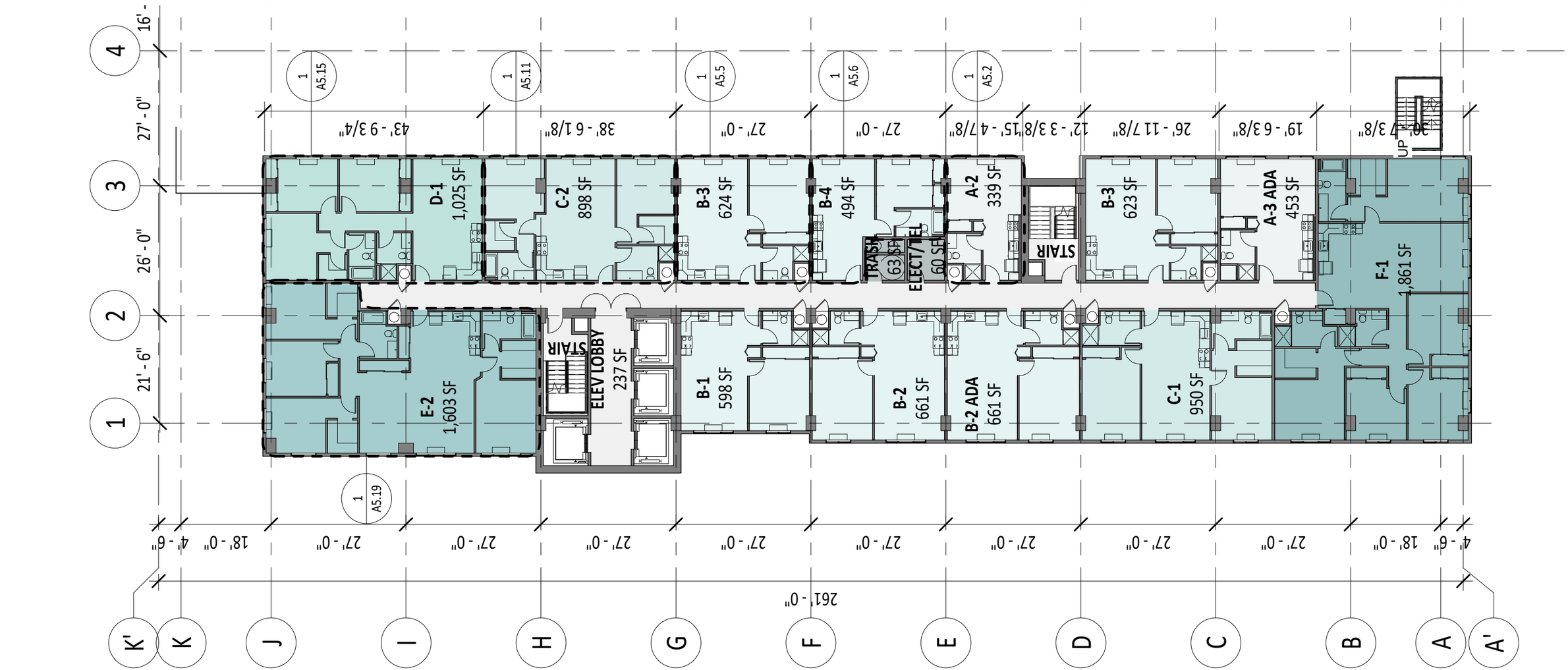
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A: ENLARGED PLAN LEVEL 6

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A49



KEY PLAN



0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A: ENLARGED PLAN LEVEL 7

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A50

KEY PLAN

0’ 20’ 40’

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

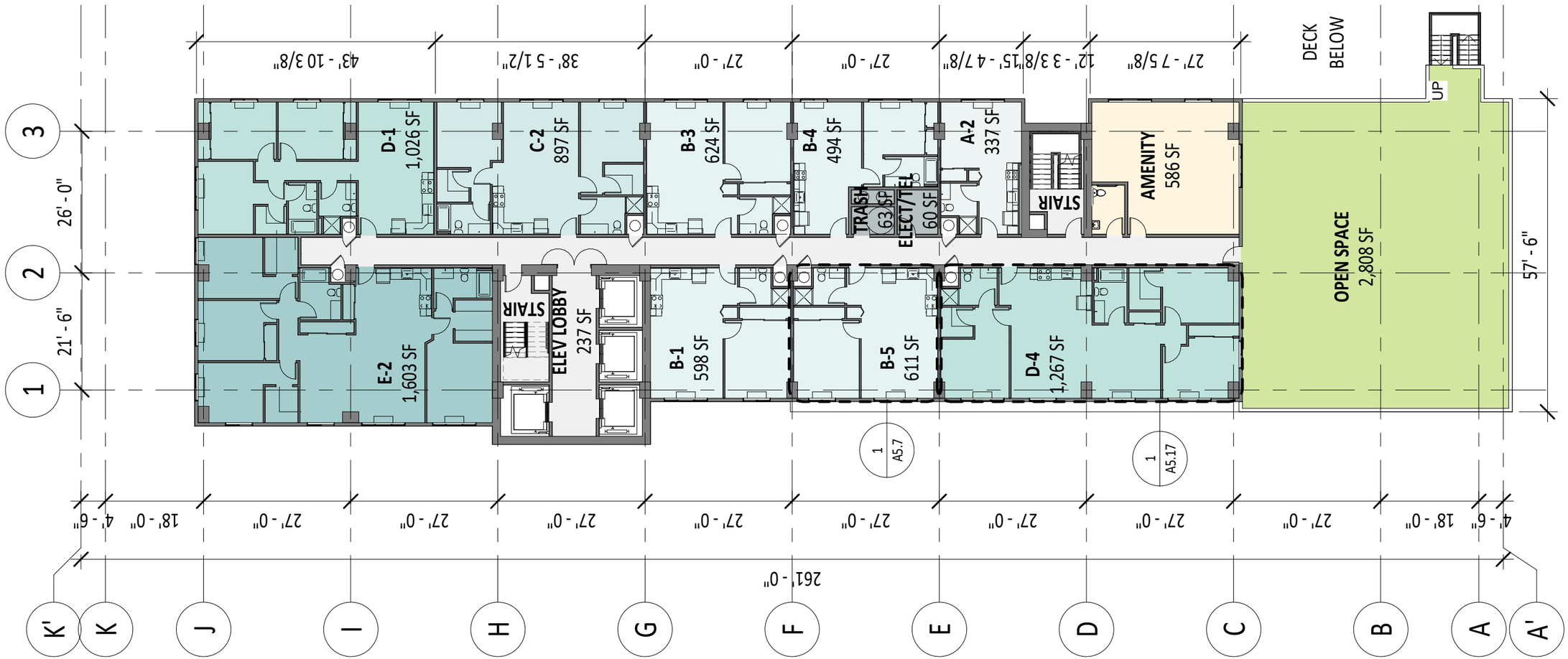
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A: ENLARGED PLAN LEVEL 8

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A51



KEY PLAN



0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

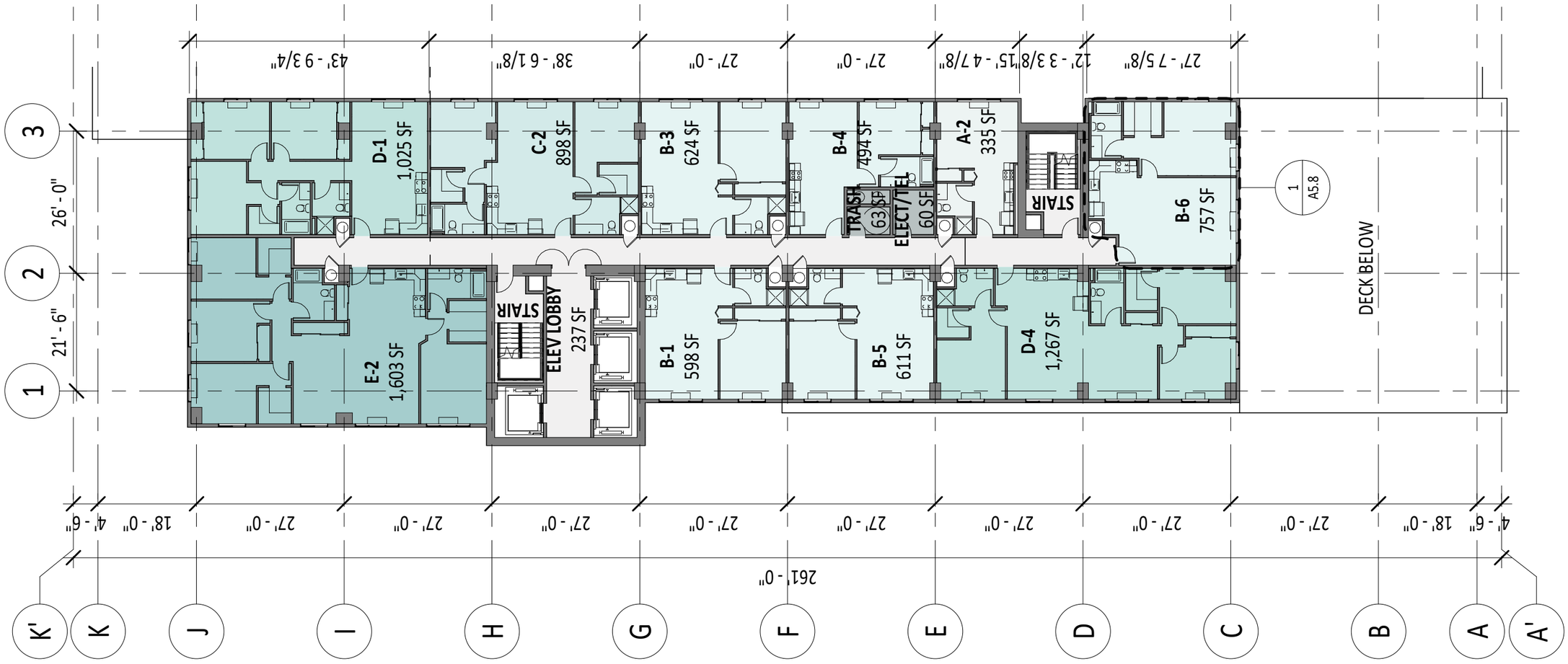
FORM PARTNERS

Hawaii Public Housing Authority

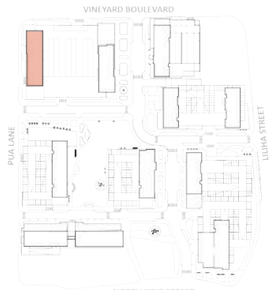
PHASE 1 - BUILDING A: ENLARGED PLAN LEVEL 9

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A52



KEY PLAN



0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A: ENLARGED PLAN LEVEL 10-11

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A53

KEY PLAN

0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A: ENLARGED PLAN LEVEL 12-31

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A54



KEY PLAN



0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

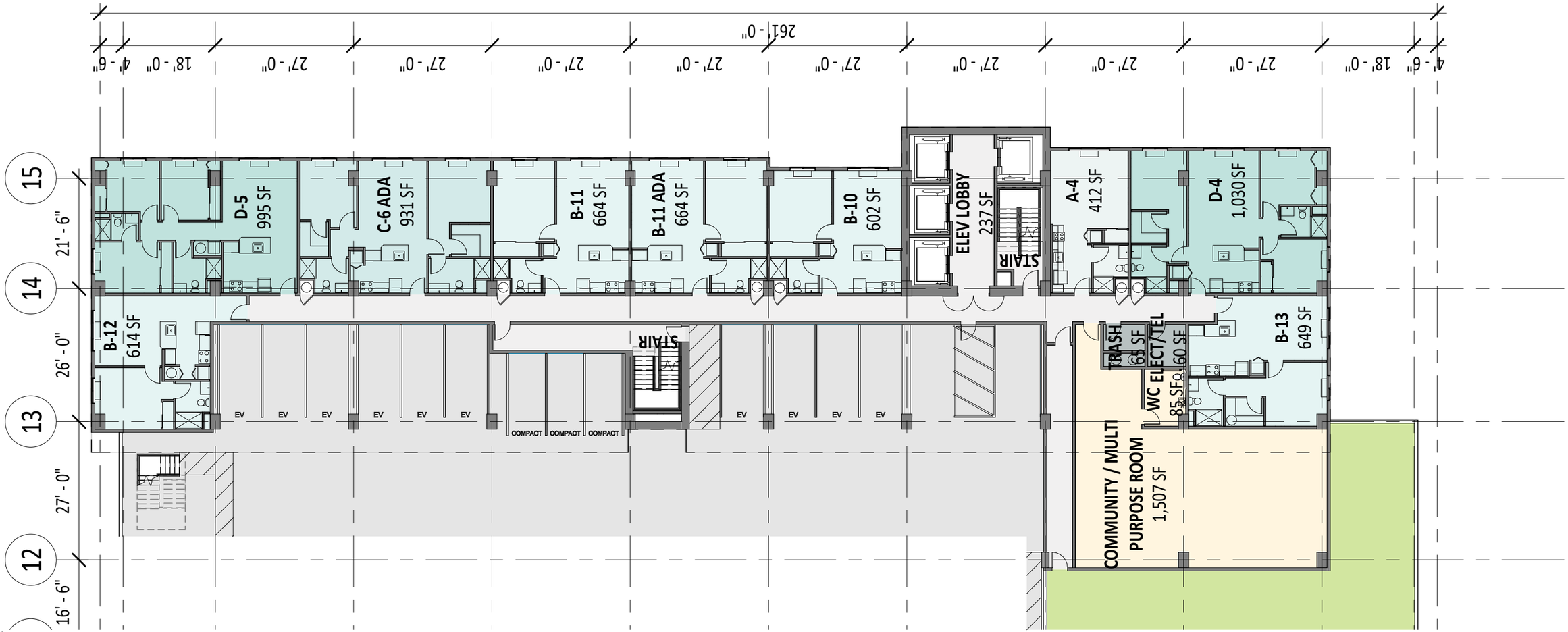
FORM PARTNERS

Hawaii Public Housing Authority

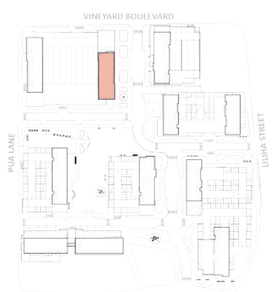
PHASE 1 - BUILDING B: ENLARGED PLAN LEVEL 2-5

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A55



KEY PLAN



0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

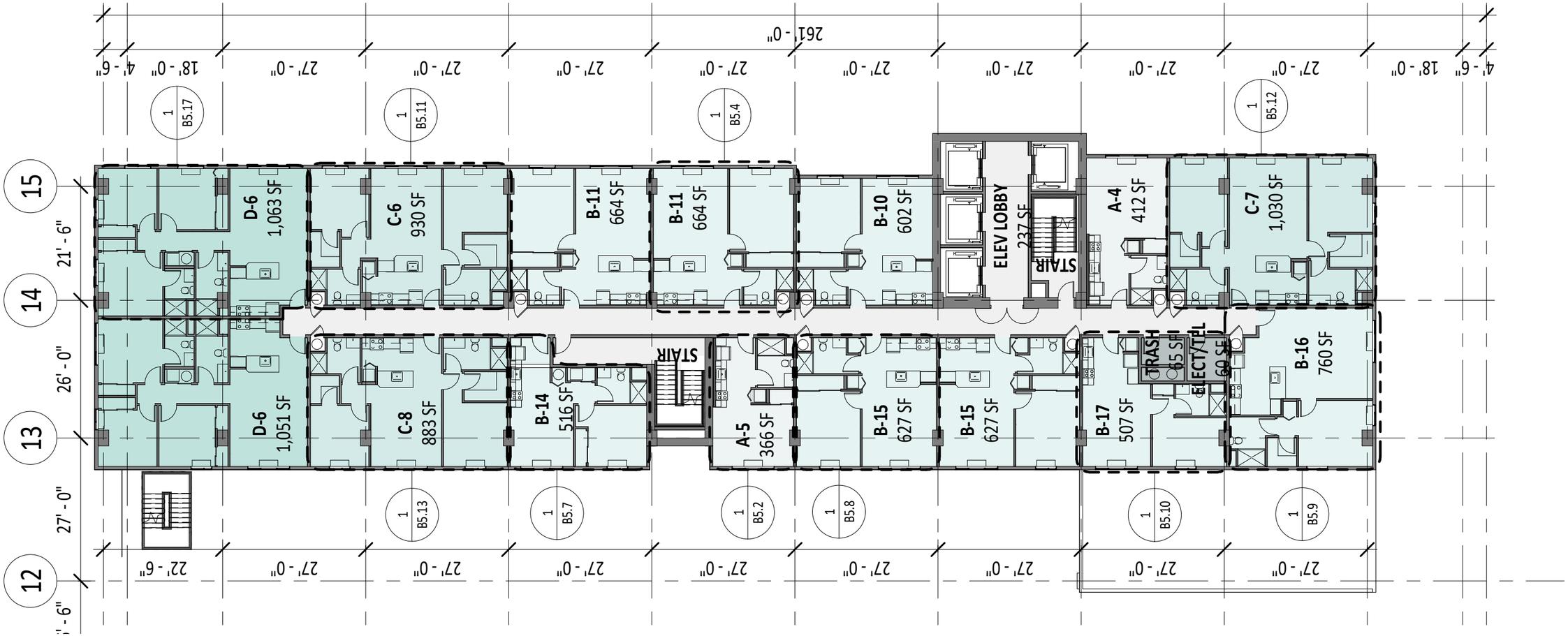
FORM PARTNERS

Hawaii Public Housing Authority

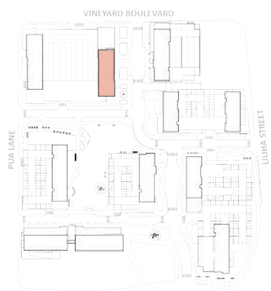
PHASE 1 - BUILDING B: ENLARGED PLAN LEVEL 6

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A56



KEY PLAN



0' 20' 40'

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING B: ENLARGED PLAN LEVEL 7-8

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A57



KEY PLAN



0' 20' 40'

lowney arch

HIGHRIDGE COSTA CHANGING LIVES

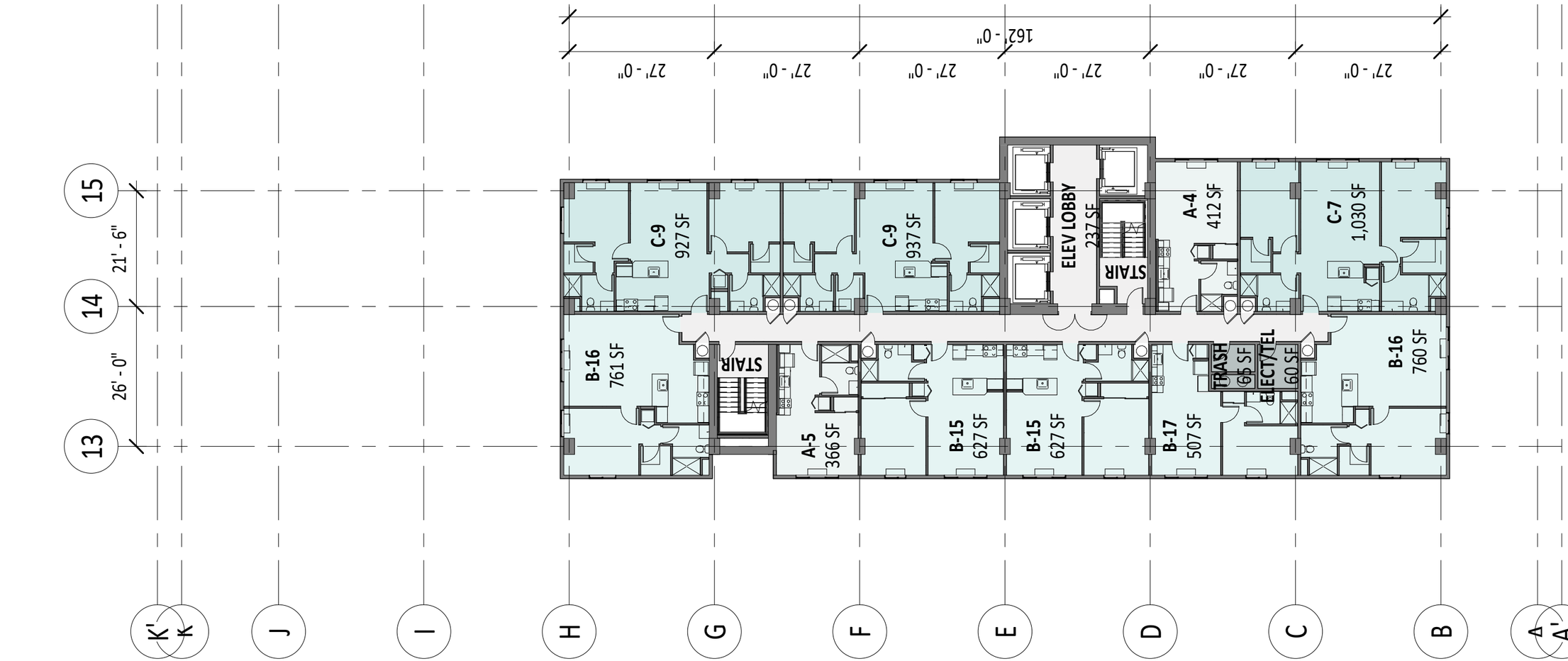
FORM PARTNERS

Hawaii Public Housing Authority

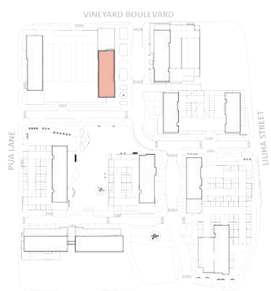
PHASE 1 - BUILDING B: ENLARGED PLAN LEVEL 9

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A58



KEY PLAN



0' 20' 40'

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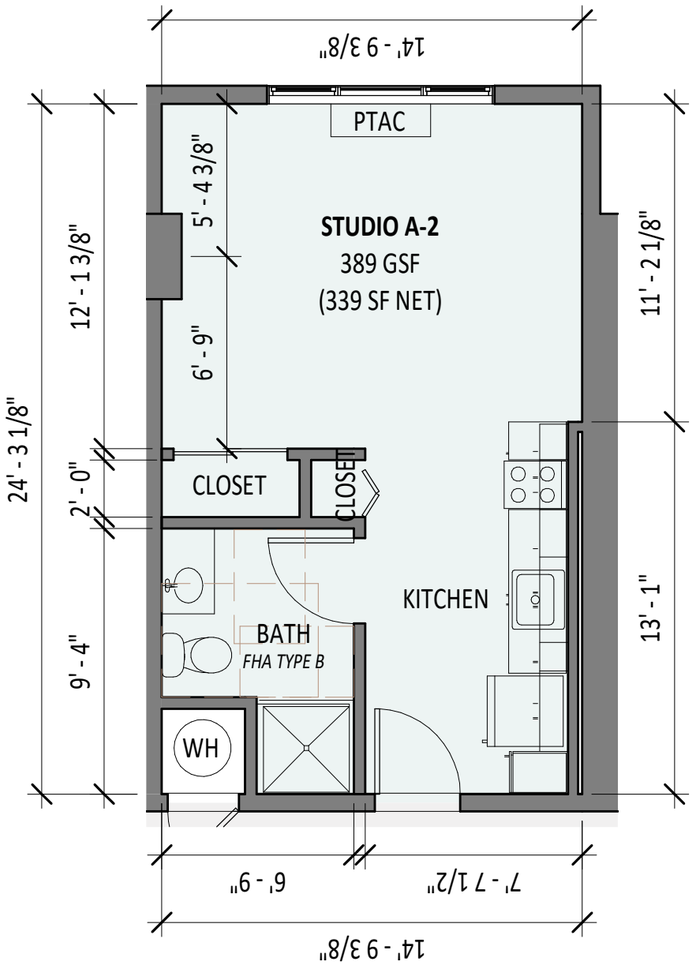
HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING B: ENLARGED PLAN LEVEL 10-36

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024



0' 4' 8'

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HIGHRIDGE COSTA CHANGING LIVES

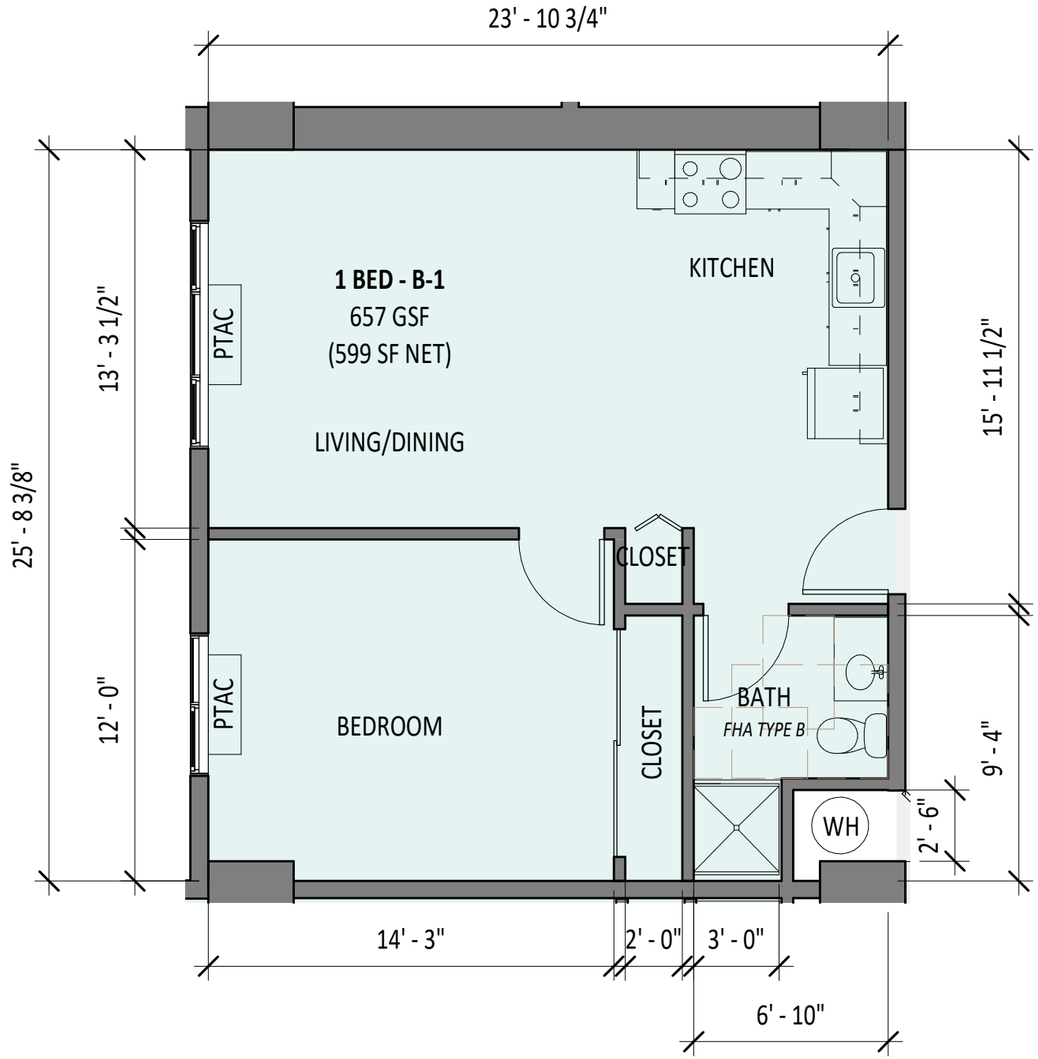
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A&B: ENLARGED UNIT PLAN: STUDIO

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A60



0' 4' 8'

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HIGHRIDGE COSTA CHANGING LIVES

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PHASE 1 - BUILDING A&B: ENLARGED UNIT PLAN: 1 BEDROOM

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A61



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HIGHRIDGE COSTA CHANGING LIVES

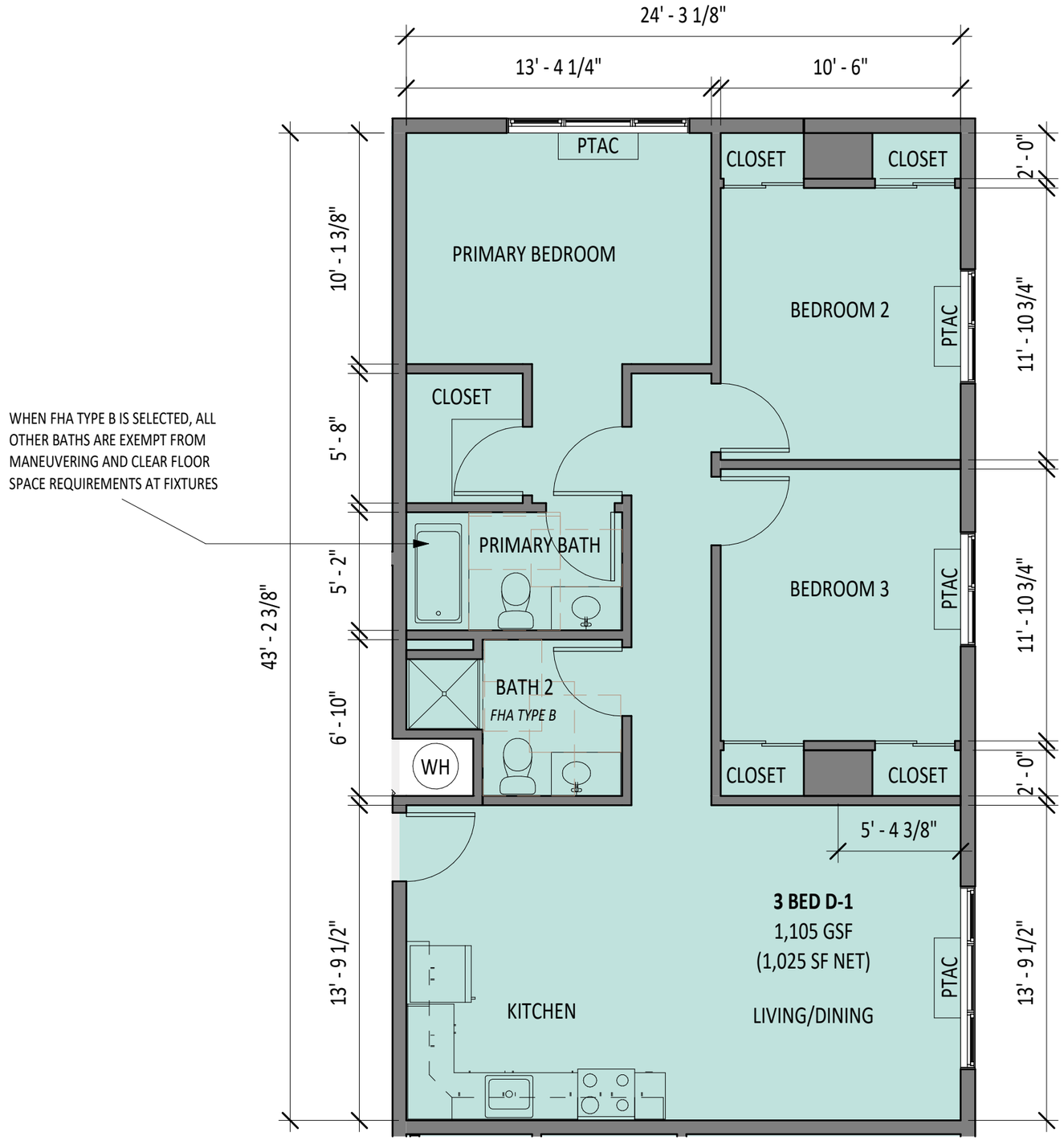
FORM PARTNERS

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PHASE 1 - BUILDING A&B: ENLARGED UNIT PLAN: 2 BEDROOM

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A62



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HIGHRIDGE COSTA CHANGING LIVES

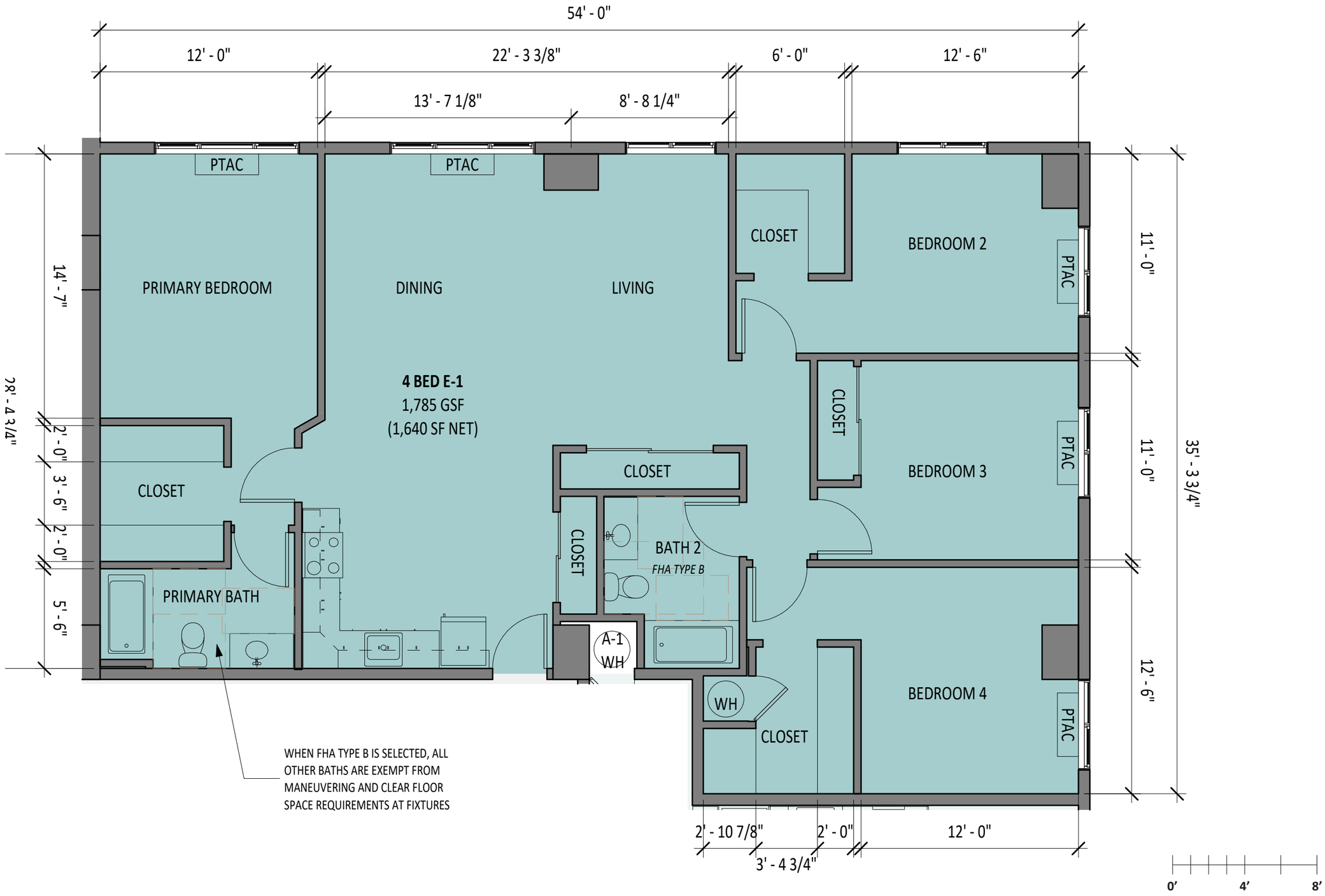
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A&B: ENLARGED UNIT PLAN: 3 BEDROOM

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A63



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HIGHRIDGE COSTA CHANGING LIVES

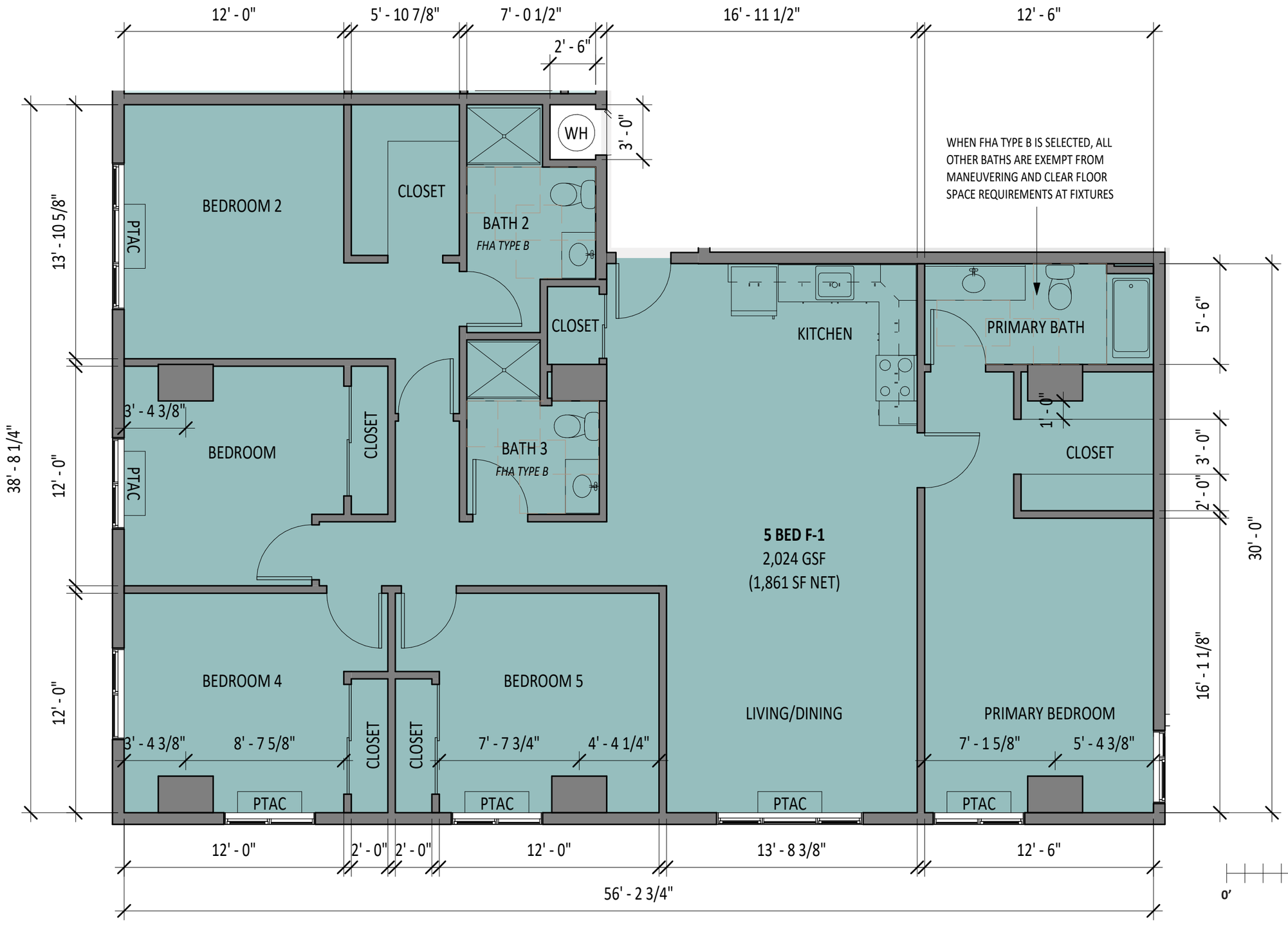
FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A&B: ENLARGED UNIT PLAN: 4 BEDROOM

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A64



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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING A&B: ENLARGED UNIT PLAN: 5 BEDROOM

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024



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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - VIEW FROM VINEYARD BLVD LOOKING DIAMOND HEAD

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A92

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - VIEW FROM VINEYARD BLVD LOOKING EWA

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A93

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - STREETSCAPE VIEW FROM VINEYARD BLVD

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024



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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - BUILDING B AND C VIEW FROM VINEYARD BLVD

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A95



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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

PHASE 1 - AERIAL VIEW LOOKING EWA

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A96



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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

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PHASE 1 - AERIAL VIEW LOOKING DOWNTOWN AND HONOLULU HARBOR

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

AERIAL VIEW OF MASTERPLAN LOOKING EWA

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A138

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

AERIAL VIEW LOOKING AT LILIHA STREET FACING EWA

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

AERIAL VIEW LOOKING AT NORTH KING STREET FACING NUUANU VALLEY

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

AERIAL VIEW LOOKING AT PUA LANE FACING DIAMOND HEAD

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

AERIAL VIEW LOOKING MAUKA TOWARDS DOWNTOWN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A142

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HIGHRIDGE COSTA
CHANGING LIVES

FORM PARTNERS

Hawaii
Public
Housing
Authority

AERIAL VIEW LOOKING MAKAI TOWARDS DOWNTOWN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A143

lowney arch

HIGHRIDGE COSTA
CHANGING LIVES

FORM PARTNERS

Hawaii
Public
Housing
Authority

AERIAL VIEW FROM DOWNTOWN LOOKING TOWARDS EWA

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A144

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

AERIAL VIEW FROM PUNCHBOWL

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A145



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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

AERIAL VIEW LOOKING MAKAI

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A146

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

INTERIOR VIEW LOOKING AT CONNECTED GREEN PUBLIC SPACES

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

URBAN STREETSCAPE IN THE PROJECT

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A148

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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

INTERIOR VIEW OF GREEN PUBLIC SPACE

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A149



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HIGHRIDGE COSTA CHANGING LIVES

FORM PARTNERS

Hawaii Public Housing Authority

INTERIOR VIEW OF GREEN PUBLIC SPACE

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A150

PHASE 1

1. Numbers for Towers A, B, & C taken from their concept packages.
2. Assuming <100% AMI exception (0%) to EV-ready stall requirement for LIHTC & <140% exception (20%) for 501c3.
3. Assuming full EV-ready stall requirement (25%) for For Sale tower.
4. All towers require one large and two small loading stalls.



BUILDING A - LIHTC

FLOOR PLATE	11603
HEIGHT	288'
LEVELS	31
TOTAL UNITS	309

0bd	1bd	2bd	3bd	4bd	5bd	total
31	**141**	**92**	**30**	**10**	**5**	**309**
Mix 10%	46%	30%	10%	3%	2%	100%

PARKING

	STD	ADA	EV	TOTAL
RES.	401	19	0	420
RETAIL	9	1	-	10
VISITOR	9	1	-	17
VAN	-	6	-	6
				447

BIKE PARKING

RES.	SHORT	31
	LONG	172
RETAIL	SHORT	1
	LONG	0
TOTAL		**204**

BUILDING B - 501c3

FLOOR PLATE	9337
HEIGHT	333'
LEVELS	36
TOTAL UNITS	354

0bd	1bd	2bd	3bd	total
65	**180**	**95**	**14**	**354**
Mix 18%	51%	27%	4%	100%

PARKING

	STD	ADA	EV	TOTAL
RES.	337	21	95	453
RETAIL	11	1	-	12
VISITOR	6	1	-	7
VAN	-	6	-	6
				472

BIKE PARKING

RES.	SHORT	36
	LONG	172
RETAIL	SHORT	1
	LONG	0
total		**210**

BUILDING C - FOR SALE

FLOOR PLATE	10280
HEIGHT	240'
LEVELS	26
TOTAL UNITS	253

0bd	1bd	2bd	3bd	total
37	**135**	**68**	**13**	**253**
Mix 15%	53%	27%	5%	100%

PARKING

	STD	ADA	EV	TOTAL
RES.	251	15	98	364
RETAIL	8	1	-	9
VISITOR	15	1	-	16
VAN	-	3	-	3
				392

BIKE PARKING

RES.	SHORT	25
	LONG	128
RETAIL	SHORT	1
	LONG	0
total		**154**

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SUMMARY PHASE 1 - PROPOSED UNIT MIX PLAN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A151

LIHTC

0bd	1bd	2bd	3bd	total	
15%	40%	30%	15%	100%	target mix

1. Assuming 9’ floor-to-floor heights and 1.25 stalls/unit for residential
2. Assuming <140% AMI eaxception to EV-ready stall requirement.
3. All towers require one large and two small loading stalls.
4. Retail & visitor stall quantities based on Towers A & B.



BUILDING D	
FLOOR PLATE	7550
HEIGHT	258'
LEVELS	28
TOTAL UNITS	175

	0bd	1bd	2bd	3bd	4bd	total
	32	**74**	**38**	**23**	**8**	**175**
Mix	18%	42%	22%	13%	5%	100%

PARKING	STD	ADA	EV	TOTAL
RES.	173	9	0	182
RETAIL	10	1	-	11
VISITOR	8	1	-	9
VAN	-	1	-	1
				204

BIKE PARKING		
RES.	SHORT	18
	LONG	88
RETAIL	SHORT	1
	LONG	0
TOTAL		**106**

BUILDING E	
FLOOR PLATE	7550
HEIGHT	231'
LEVELS	25
TOTAL UNITS	168

	0bd	1bd	2bd	3bd	4bd	5bd	total
	30	**66**	**40**	**21**	**9**	**2**	**168**
Mix	18%	39%	24%	13%	5%	1%	100%

PARKING	STD	ADA	EV	TOTAL
RES.	174	8	0	182
RETAIL	10	1	-	11
VISITOR	8	1	-	9
VAN	-	1	-	1
				204

BIKE PARKING		
RES.	SHORT	17
	LONG	84
RETAIL	SHORT	1
	LONG	0
TOTAL		**102**

BUILDING F	
FLOOR PLATE	9180
HEIGHT	186'
LEVELS	20
TOTAL UNITS	152

	0bd	1bd	2bd	3bd	4bd	5bd	total
	20	**58**	**49**	**19**	**3**	**3**	**152**
Mix	13%	38%	32%	13%	2%	2%	100%

PARKING	STD	ADA	EV	TOTAL
RES.	214	6	0	220
RETAIL	12	1	-	13
VISITOR	10	1	-	11
VAN	-	1	-	1
				245

BIKE PARKING		
RES.	SHORT	15
	LONG	76
RETAIL	SHORT	1
	LONG	0
TOTAL		**93**

BUILDING G	
FLOOR PLATE	10750
HEIGHT	177'
LEVELS	19
TOTAL UNITS	201

	0bd	1bd	2bd	3bd	
	36	**82**	**61**	**22**	**201**
Mix	18%	41%	30%	11%	100%

PARKING	STD	ADA	EV	TOTAL
RES.	245	9	0	254
RETAIL	14	1	-	15
VISITOR	12	1	-	13
VAN	-	1	-	1
				283

BIKE PARKING		
RES.	SHORT	20
	LONG	101
RETAIL	SHORT	2
	LONG	1
TOTAL		**123**

BUILDING I	
FLOOR PLATE	18100
HEIGHT	87'
LEVELS	9
TOTAL UNITS	126

	0bd	1bd	2bd	3bd	
	18	**64**	**26**	**18**	**126**
Mix	14%	51%	21%	14%	100%

PARKING	STD	ADA	EV	TOTAL
RES.	165	5	0	170
RETAIL	9	1	-	10
VISITOR	8	1	-	9
VAN	-	1	-	1
				189

BIKE PARKING		
RES.	SHORT	13
	LONG	63
RETAIL	SHORT	1
	LONG	0
TOTAL		**77**

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HIGHRIDGE COSTA CHANGING LIVES

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Hawaii Public Housing Authority

SUMMARY LIHTC PROPOSED UNIT MIX PLAN

MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

A152

501c3

0bd	1bd	2bd	3bd	total	
25%	49%	23%	3%	100%	target mix

1. Assuming 9’ floor-to-floor heights and 1.25 stalls/unit for residential
2. Assuming <140% AMI exception to EV-ready stall requirement.
3. All towers require one large and two small loading stalls.
4. Retail & visitor stall quantities based on Towers A & B.



BUILDING H					
FLOOR PLATE	9470				
HEIGHT	303'				
LEVELS	33				
TOTAL UNITS	352				
0bd	1bd	2bd	3bd	total	
84	**174**	**82**	**12**	**352**	
Mix	24%	49%	23%	3%	100%

PARKING	STD	ADA	EV	TOTAL
RES.	338	16	88	442
RETAIL	26	1	-	27
VISITOR	21	1	-	22
VAN	-	3	-	3
				493

BIKE PARKING		
RES.	SHORT	35
	LONG	176
RETAIL	SHORT	3
	LONG	1
TOTAL		**215**

BUILDING J					
FLOOR PLATE	9490				
HEIGHT	330'				
LEVELS	36				
TOTAL UNITS	358				
0bd	1bd	2bd	3bd	total	
82	**184**	**82**	**10**	**358**	
Mix	23%	51%	23%	3%	100%

PARKING	STD	ADA	EV	TOTAL
RES.	335	16	88	439
RETAIL	25	1	-	26
VISITOR	21	1	-	22
VAN	-	3	-	3
				490

BIKE PARKING		
RES.	SHORT	36
	LONG	179
RETAIL	SHORT	3
	LONG	1
TOTAL		**218**

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SUMMARY 501c3 PROPOSED UNIT MIX PLAN
MAYOR WRIGHT HOMES MASTER PLAN ENTITLEMENT PACKAGE - 01.29.2024

PHASE LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

BUILDING A - LIHTC

FLOOR PLATE (SF)	11,603
HEIGHT	288'
LEVELS	31
TOTAL UNITS	309
TOTAL PARKING	447
RETAIL (SF)	2,645
INDOOR COMMUNITY (SF)	2,873
OUTDOOR DECKS (SF)	8,722

	0bd	1bd	2bd	3bd	4bd	5bd	total
	31	**141**	**92**	**30**	**10**	**5**	**309**
Mix	10%	46%	30%	10%	3%	2%	100%

BUILDING D - LIHTC

FLOOR PLATE	7550
HEIGHT	258'
LEVELS	28
TOTAL UNITS	175
TOTAL PARKING	204
RETAIL (SF)	7,500
INDOOR COMMUNITY (SF)	875
OUTDOOR DECKS (SF)	5,808

	0bd	1bd	2bd	3bd	4bd	total
	32	**74**	**38**	**23**	**8**	**175**
Mix	18%	42%	22%	13%	5%	100%

BUILDING G - LIHTC

FLOOR PLATE	10750
HEIGHT	177'
LEVELS	19
TOTAL UNITS	201
TOTAL PARKING	283
RETAIL (SF)	11,430
INDOOR COMMUNITY (SF)	1,760
OUTDOOR DECKS (SF)	1,300

	0bd	1bd	2bd	3bd	total
	36	**82**	**61**	**22**	**201**
Mix	18%	41%	30%	11%	100%

BUILDING J - 501c3

FLOOR PLATE	9490
HEIGHT	330'
LEVELS	36
TOTAL UNITS	358
TOTAL PARKING	490
RETAIL (SF)	9,500
INDOOR COMMUNITY (SF)	2,635
OUTDOOR DECKS (SF)	6,600

	0bd	1bd	2bd	3bd	total
	82	**184**	**82**	**10**	**358**
Mix	23%	51%	23%	3%	100%

BUILDING B - 501c3

FLOOR PLATE	9337
HEIGHT	333'
LEVELS	36
TOTAL UNITS	354
TOTAL PARKING	475
RETAIL (SF)	3,459
INDOOR COMMUNITY (SF)	2,093
OUTDOOR DECKS (SF)	10,317

	0bd	1bd	2bd	3bd	total
	65	**180**	**95**	**14**	**354**
Mix	18%	51%	27%	4%	100%

BUILDING E - LIHTC

FLOOR PLATE	7550
HEIGHT	231'
LEVELS	25
TOTAL UNITS	168
TOTAL PARKING	204
RETAIL (SF)	4,470
INDOOR COMMUNITY (SF)	1,375
OUTDOOR DECKS (SF)	5,808

	0bd	1bd	2bd	3bd	4bd	5bd	total
	30	**66**	**40**	**21**	**9**	**2**	**168**
Mix	18%	39%	24%	13%	5%	1%	100%

BUILDING H - 501c3

FLOOR PLATE	9470
HEIGHT	303'
LEVELS	33
TOTAL UNITS	352
TOTAL PARKING	493
RETAIL (SF)	4,595
INDOOR COMMUNITY (SF)	1,760
OUTDOOR DECKS (SF)	1,650

	0bd	1bd	2bd	3bd	total
	84	**174**	**82**	**12**	**352**
Mix	24%	49%	23%	3%	100%

SUMMARY

MAX HEIGHT	330'
MAX LEVEL	36
TOTAL UNITS	2448
TOTAL PARKING	3423
RETAIL (SF)	53,410
INDOOR COMMUNITY (SF)	21,127
OUTDOOR DECKS (SF)	53,437

	0bd	1bd	2bd	3bd	4bd	5bd	total
	435	**1158**	**633**	**182**	**30**	**10**	**2448**
Mix	18%	47%	26%	7%	1.2%	0.4%	100%

BUILDING C - FOR SALE

FLOOR PLATE	10280
HEIGHT	240'
LEVELS	26
TOTAL UNITS	253
TOTAL PARKING	392
RETAIL (SF)	2,496
INDOOR COMMUNITY (SF)	3,706
OUTDOOR DECKS (SF)	4,912

	0bd	1bd	2bd	3bd	total
	37	**135**	**68**	**13**	**253**
Mix	15%	53%	27%	5%	100%

BUILDING F - LIHTC

FLOOR PLATE	7780
HEIGHT	186'
LEVELS	20
TOTAL UNITS	152
TOTAL PARKING	246
RETAIL (SF)	7,315
INDOOR COMMUNITY (SF)	2,690
OUTDOOR DECKS (SF)	6,030

	0bd	1bd	2bd	3bd	4bd	5bd	total
	20	**58**	**49**	**19**	**3**	**3**	**152**
Mix	13%	38%	32%	13%	2%	2%	100%

BUILDING I - LIHTC

FLOOR PLATE	18100
HEIGHT	87'
LEVELS	9
TOTAL UNITS	126
TOTAL PARKING	189
RETAIL (SF)	
INDOOR COMMUNITY (SF)	1,360
OUTDOOR DECKS (SF)	2,290

	0bd	1bd	2bd	3bd	total
	18	**64**	**26**	**18**	**126**
Mix	14%	51%	21%	14%	100%

Target	10%	45%	30%	10%	3%	2%	100%
	0 BDR	**1 BDR**	**2 BDR**	**3 BDR**	**4 BDR**	**5 BDR**	**Total**
Tower A	31	141	92	30	10	5	309
Tower B	65	180	95	14	0	0	354
Tower C	37	135	68	13	0	0	253
Tower D	32	74	38	23	8	0	175
Tower E	30	66	40	21	9	2	168
Tower F	20	58	49	19	3	3	152
Tower G	36	82	61	22	0	0	201
Tower H	84	174	82	12	0	0	352
Tower I	18	64	26	18	0	0	126
Tower J	82	184	82	10	0	0	358
	435	**1158**	**633**	**182**	**30**	**10**	**2448**
Mix	17.77%	47.30%	25.86%	7.43%	1.23%	0.41%	100%

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MASTER PLAN - APPROX TOTAL AREAS			
PHASE & BUILDING	**Area GSF***	**FAR GSF****	**Leaseable Residential GSF*****
BUILDING A	510,916	348,999	262,574
BUILDING B	523,437	362,580	265,228
BUILDING C	395,900	263,510	194,302
PHASE 1 TOTAL	**1,430,253**	**975,089**	**722,104**
BUILDING D	264,360	193,570	138,099
BUILDING E	270,590	185,440	127,779
BUILDING F	266,920	172,750	136,337
PHASE 2 TOTAL	**801,870**	**551,760**	**402,215**
BUILDING G	310,150	205,790	149,331
BUILDING H	475,130	306,690	233,912
PHASE 3 TOTAL	**785,280**	**512,480**	**383,243**
BUILDING I	200,350	129,740	97,140
BUILDING J	503,090	318,930	238,539
PHASE 4 TOTAL	**703,440**	**448,670**	**335,679**
MATER PLAN TOTAL	**3,720,843**	**2,487,999**	**1,843,240**

MASTER PLAN - APPROX FAR		
	SITE AREA (SF)	**FAR**
PHASE 1	192,300	5.1
PHASE 2	148,600	3.7
PHASE 3	179,354	2.9
PHASE 4	126,400	3.5
ALL PHASES	**646,654**	**3.8**

* Excludes decks
* Excludes decks & parking garage
***Residential units only

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Hawaii Public Housing Authority

MAHALO

EXHIBIT E

FINANCING PLAN

[See attached]

MWH - LIHTC Tower A
PRO FORMA INCOME AND EXPENSE SUMMARY
Family/ New Construction / 31 / 4% Tax Credits

09-Oct-25

NUMBER OF UNITS	TYPE OF UNIT	SUBSIDY TYPE	SQUARE FOOTAGE	MED. INC. RESTRICT.	ALLOWED RENT/MO. HUD	RENTAL SUBSIDY 2024	OPENING RENT/MO. RENTS	UTILITY ALLOW.	MONTHLY RENT	TOTAL RENT	RENT PER S.F.
4	0 BD - 1 BA - Flat		415	30.00%	798	0	798	129	669	2,676	1.61
4	0 BD - 1 BA - Flat		415	40.00%	1,064	0	1,064	129	935	3,740	2.25
4	0 BD - 1 BA - Flat		415	50.00%	1,330	0	1,330	129	1,201	4,804	2.89
24	0 BD - 1 BA - Flat		415	60.00%	1,596	0	1,596	129	1,467	35,208	3.53
14	1 BD - 1 BA - Flat	PBV	729	30.00%	855	689	1,544	153	1,391	19,472	1.91
14	1 BD - 1 BA - Flat		729	40.00%	1,140	0	1,140	153	987	13,818	1.35
14	1 BD - 1 BA - Flat		729	50.00%	1,425	0	1,425	153	1,272	17,808	1.74
97	1 BD - 1 BA - Flat		729	60.00%	1,710	0	1,710	153	1,557	151,029	2.14
9	2 BD - 2 BA - Flat	PBV	982	30.00%	1,026	2,198	3,224	214	3,010	27,094	3.07
9	2 BD - 2 BA - Flat	PBV	982	40.00%	1,368	1,444	2,812	214	2,598	23,381	2.65
9	2 BD - 2 BA - Flat		982	50.00%	1,710	0	1,710	214	1,496	13,464	1.52
61	2 BD - 2 BA - Flat		982	60.00%	2,052	0	2,052	214	1,838	112,118	1.87
25	3 BD - 2 BA - Flat	PBV	1,103	30.00%	1,185	3,333	4,518	276	4,242	106,050	3.85
3	3 BD - 2 BA - Flat		1,103	60.00%	2,371	0	2,371	276	2,095	6,285	1.90
10	4 BD - 2 BA - Flat	PBV	1,699	30.00%	1,323	4,091	5,414	339	5,075	50,754	2.99
5	5 BD - 3 BA - Flat	PBV	2,121	30.00%	1,459	4,768	1,459	402	5,825	29,123	2.75
2	2 BD - 2 BA - Flat		982	MGR	0	0	0	0	0	0	0.00
Rec Bldg.			82,123								
Retail			3,235								
Other			133,931								
308			482,419							616,824	

INCOME

GROSS RENTAL INCOME			7,401,883		
RETAIL INCOME	Vacancy	20%	0	$0.00	PER SF/MO. "NNN"
OTHER INCOME			44,352	$12.00	PER UNIT/MO.
INTEREST INCOME (5% On Interest Reserve)			0	$0.00	PER UNIT/MO.
ADJUSTED GROSS INCOME			7,446,235		
VACANCY ALLOWANCE		5.00%	(372,312)		
EFFECTIVE GROSS INCOME			7,073,923		

OPERATING EXPENSES

			Operating Expenses	Per Unit	
1	Personnel Costs		564,241	1,832	
2	Administration/General		144,868	470	
3	Marketing Expense		86,779	282	
4	Repairs & Maintenance		117,949	383	
5	Cleaning & Decorating		85,362	277	
6	Contract Services		375,452	1,219	
7	Professional Fees		-	-	
8	Utilities		777,115	2,523	
9	Real estate taxes		-	-	
10	Insurance		407,330	1,323	
11	Services and miscellaneous (business license, audit, HHFDC fees, etc)		46,046	150	
12	Management Fee	5.00%	353,696	363	
			2,958,837		
	TOTAL OPERATING EXPENSES		(2,958,837)	$9,606.61	PER UNIT
12	OPERATING RESERVES		0	0.00%	OF EGI
13	REPLACEMENT RESERVES		(73,800)	$300	PER UNIT
14	REPLACEMENT RESERVES (SUBSIDIZED UNITS)		(31,000)	$500	PER UNIT
	TOTAL OPERATING EXPENSES AND RESERVES		(3,063,637)	$9,946.87	PER UNIT
	TOTAL OPERATING EXPENSES LESS TAXES AND RESERVES		(2,958,837)	$9,606.61	PER UNIT

NET OPERATING INCOME	**4,010,286**

MWH - LIHTC Tower A 09-Oct-25
DEVELOPMENT COSTS / SOURCES AND USES
Family/ New Construction / 31 / 4% Tax Credits

SOURCES OF FUNDS

CONSTRUCTION

TAX-EXEMPT CONSTRUCTION LOAN	$126,256,367
TAXABLE CONSTRUCTION LOAN	$23,661,812
HCDC PREDEVELOPMENT FUNDING	0
COSTS PAID AT PERM CLOSING	23,121,092
EQUITY	29,541,681
BRIDGE LOAN PAYDOWN	0
CITY LOAN	0
RHRF	86,000,000
TOTAL SOURCES	**$288,580,952**

Terms

PERMANENT

TAX CREDIT EQUITY (LIMITED PARTNER)	$147,277,450
PERMANENT FINANCING	50,869,375
HCDC DEVELOPER NOTE	2,979,734
HPHA DEVELOPER NOTE	1,454,394
BRIDGE LOAN PAYDOWN	0
CITY LOAN	0
RHRF	86,000,000
TOTAL SOURCES	**$288,580,952**

Terms

Equity Pay-in			
Closing	12/1/26	10.03%	$ 14,770,841
Completion	6/1/29	10.03%	$ 14,770,841
Conversion	4/1/31	79.77%	$ 117,485,769
8609	3/31/32	0.17%	$ 250,000
TOTAL			$ 147,277,450

USES OF FUNDS

DEVELOPMENT COST BREAKDOWN

ACQUISITION & PRE DEVELOPMENT		
PURCHASE PRICE	$0	
CLOSING AND TITLE	0	
LEGAL/BROKER	0	
ARCHITECTURE / ENGINEERING / FEASIBILITY	4,345,144	
RELOCATION	700,000	
PRE DEV. FIN. AND CARRY	0	
SUBTOTAL		$5,045,144
CONSTRUCTION		
FEES AND PERMITS	$1,200,000	
ONSITE/OFFSITE	7,660,601	
BASE CONSTRUCTION	199,613,541	
EXTERIOR COMMON AREA	0	
MODELS, REC. BUILDING, AND FURNISHINGS	600,000	
INDIRECT / ONSITE SUPERVISION	5,151,907	
DEVELOPER OVERHEAD & FEE	27,352,277	
BRIDGE LOAN FEES & INTEREST	134,856	
CREDIT ENHANCEMENT FEES	0	
CONSTR. INTEREST	8,351,567	
ORIGINATION FEE	1,315,771	
CONST FEES/APPRAISAL/TAXES/TITLE	1,520,000	
CONSTRUCTION CONTINGENCY	10,621,302	
SOFT COSTS/CONTINGENCY	500,000	
SUBTOTAL		$264,021,823
LEASE UP AND SALES		
OPERATING RESERVE	1,637,711	
MARKETING/LEASING/LEGAL	1,150,000	
LEASE UP PERIOD INTEREST & CARRY	14,920,101	
PERMANENT FINANCING COSTS	538,694	
SYNDICATION EXPENSE	0	
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	
TCAC APPLICATION/MONITOR. FEES	1,192,480	
SUBTOTAL		$19,513,986
TOTAL USES		**$288,580,952**
TOTAL USES ROUNDED		**$288,581,000**

MWH - LIHTC Tower A
TAX CREDIT SUMMARY
Family/ New Construction / 31 / 4% Tax Credits

09-Oct-25

0.006705789

PROJECT COSTS		Actual or Estimated Costs	Acquisition Eligible Basis	Rehab/New Const Eligible Basis	Per Unit
LAND COST/ACQUISITION					
Purchase Price/Lse Incentive Pmt.		0	0	XXXXXXXX	-
Demolition		0	0	XXXXXXXX	-
Closing Costs / Legal		0	0	XXXXXXXX	-
Total Land Cost or Value		0	0		-
Demolition		2,660,871	XXXXXXXX	XXXXXXXX	8,639
Off-Site Improvements		2,124,260	XXXXXXXX	2,110,016	6,897
Total Acquisition Cost		4,785,131	0	2,110,016	15,536
NEW CONSTRUCTION					
Site Work		2,875,470	XXXXXXXX	2,856,188	9,336
Structures		182,059,509	XXXXXXXX	181,059,509	591,102
General Requirements		5,151,907		5,117,359	16,727
Contractor Overhead		7,342,985	XXXXXXXX	7,293,744	23,841
Contractor Profit		10,211,047	XXXXXXXX	10,142,574	33,153
Total New Construction Costs		207,640,918	0	206,469,375	674,159
ARCHITECTURAL FEES					
Design		2,013,848	XXXXXXXX	2,000,343	6,538
Supervision		680,000	XXXXXXXX	675,440	2,208
Total Architectural Costs		2,693,848	0	2,675,783	8,746
SURVEY AND ENGINEERING		1,327,696	0	1,318,793	4,311
CONST. INTEREST & FEES					
Construction Loan Interest		8,486,423	XXXXXXXX	8,429,515	27,553
Origination Fees		1,315,771	XXXXXXXX	1,306,948	4,272
Credit Enhancement & Application Fee		0	XXXXXXXX	0	-
Bond Premium		0	XXXXXXXX	XXXXXXXX	-
Taxes		0	XXXXXXXX	0	-
Insurance		1,000,000	XXXXXXXX	993,294	3,247
Title and Recording		105,000	XXXXXXXX	104,296	341
Total Construction Interest & Fees Cost		10,907,194	0	10,834,053	35,413
PERMANENT FINANCING					
Loan Origination Fee and Perm Loan Orig. Fee		508,694	XXXXXXXX	XXXXXXXX	1,652
Credit Enhancement & Application Fee		0	XXXXXXXX	XXXXXXXX	-
Title & Recording		10,000	XXXXXXXX	XXXXXXXX	32
Other		0	XXXXXXXX	XXXXXXXX	-
Total Permanent Financing Costs		518,694	0	0	1,684
LEGAL FEES					
Lender Legal Costs Paid by Applicant		420,000	XXXXXXXX	42,000	1,364
Legal		800,000	XXXXXXXX	160,000	2,597
Total Attorney Costs		1,220,000	0	202,000	3,961
RESERVES					
Lease-Up Period Interest and Carry		14,920,101	XXXXXXXX	XXXXXXXX	48,442
Capitalized Rent Reserves		1,637,711	XXXXXXXX	XXXXXXXX	5,317
Total Reserve Costs		16,557,812	0	0	53,759
TOTAL APPRAISAL COSTS		15,000	0	14,899	49
TOTAL CONSTRUCTION CONTINGENCY COST	5.24%	11,121,302	0	11,046,725	36,108
OTHER					
Tax Credit App./Alloc./Monitoring Fees		1,192,480	XXXXXXXX	XXXXXXXX	3,872
Environmental Audit		223,600	XXXXXXXX	222,101	726
Local Dev. Impact Fees		1,200,000	XXXXXXXX	1,191,953	3,896
Permit Processing Fees		0	XXXXXXXX	0	-
Capital Fees		0	XXXXXXXX	0	-
Marketing/Leasing/Accounting		350,000	XXXXXXXX	49,665	1,136
Furnishings		600,000	XXXXXXXX	595,977	1,948
Other HUD Consultant		100,000	XXXXXXXX	99,329	325
Other Relocation		700,000	XXXXXXXX	0	2,273
Misc. Soft/Organizational Costs		75,000	XXXXXXXX	XXXXXXXX	244
Total Other Costs		4,441,080	0	2,159,024	14,419
Subtotals		261,228,675	0	236,830,668	848,145
DEVELOPER COSTS					
Developer Overhead/Fee (HCH)	67.20%	18,380,730	XXXXXXXX	18,380,730	59,678
Consultant/Processing Agent		0	XXXXXXXX	0	-
Project Administration		0	XXXXXXXX	0	-
Broker fees paid by owner		0	XXXXXXXX	0	-
Const. Mgt. Oversight		0	XXXXXXXX	0	-
Fee to Co-Developer	32.80%	8,971,547	XXXXXXXX	8,971,547	29,128
Total Developer Fee		27,352,277	0	27,352,277	88,806
TOTAL PROJECT COSTS	**$936,951**	**288,580,952**	**0**	**264,182,945**	936,951
TOTAL ELIGIBLE BASIS			0	264,182,945	
CREDIT UTIL. COMPETITION BASIS		100,112,619	0	264,182,945	
UNADJUSTED ELIGIBLE BASIS				264,182,945	
HIGH COST AREA ADJUSTMENT			1.00	1.30	
TOTAL ADJUSTED ELIGIBLE BASIS			0	343,437,829	
APPLICABLE PERCENTAGE			98%	98%	
TOTAL CALCULATED QUALIFIED BASIS			0	337,826,099	
VOLUNTARY BASIS REDUCTION		0%	0	0	
BASIS VARIANCE		points for reduction	0	337,826,099	
QUALIFIED BASIS FOR PRO FORMA			0	337,826,099	
CREDIT PERCENTAGE		0	40.00%	**40.00%**	
FEDERAL CREDITS CALCULATED		Setaside maximum	0	135,130,440	
STATE CREDITS CALCULATED	can't exceed			67,565,220	
TOTAL CREDITS CALCULATED	125%		0	202,695,660	
FEDERAL CREDITS ALLOCATED			0	135,130,440	
STATE CREDITS ALLOCATED			0	67,565,220	
TOTAL CREDITS ALLOCATED			0	202,695,660	
TOTAL CREDITS AVAILABLE FOR SYNDICATION		99.99%	0	202,695,660	
TOTAL CREDITS AVAILABLE TO LIMITED PARTNER		99.99%	0	202,675,390	
FEDERAL TAX CREDIT EQUITY		$0.8000		108,093,541	
STATE TAX CREDIT EQUITY		$0.5800		39,183,909	
WEIGHTED AVERAGE TAX CREDIT PRICE			$0.7267	$0.7267	
GROSS SYNDICATION PROCEEDS			0	147,277,450	
SYNDICATION COSTS		0.00%	0	0	
NET SYNDICATION PROCEEDS				**147,277,450**	
NET TAX CREDIT FACTOR				**0.7266**	

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Jul-23 Costs to date	Aug-23 Pre-Develop	Sep-23 Pre-Develop	Oct-23 Pre-Develop	Nov-23 Pre-Develop	Dec-23 Pre-Develop	Jan-24 Pre-Develop	Feb-24 Pre-Develop	Mar-24 Pre-Develop	Apr-24 Pre-Develop	May-24 Pre-Develop
ACQUISITION & PREDEVELOPMENT													
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	-	-	393	27,376	7,228	-	-	-	-	2,972	257,290
RELOCATION	700,000	700,000	-	-	-	-	-	-	-	-	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	2,000	-	4,800	-	-	-	220
ONSITE/OFFSITE	7,660,601	7,660,601	-	-	-	-	-	-	-	-	-	-	-
BASE CONSTRUCTION	199,613,541	199,613,541	-	-	-	-	-	-	-	-	-	-	-
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	-	-	-	-	-	-	-	-	-	-	-
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	-	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	-	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (Partner)	8,971,547	8,971,547	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN INTEREST & FEES	134,856	134,856	-	-	1	9	252	322	331	357	419	510	537
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	-	-	-	-	-	-	-	-	-	-	-
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	-	-	-	-	-	-	-	-	-	-	-
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	1,373	1,496	-	-	-	44	-	22,822
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	-	-	-	-	-	-	-	-	-	-	-
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	245	1,250	19,679	3,064	1,583	-	40	17,692	2,048	7,974
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-	-	12,000	-	-	-
TOTAL	288,580,952	288,580,952	-	245	1,644	48,437	14,038	1,904	5,131	12,397	18,154	5,529	288,842
CUMULATIVE TOTAL HCDC BRIDGE LOAN			-	245	1,888	50,325	64,363	66,268	71,399	83,796	101,950	107,480	396,322
CUMULATIVE TOTAL			-	245	1,888	50,325	64,363	66,268	71,399	83,796	101,950	107,480	396,322
			Equity Balance:										
			Const. Loan Balance:										

SOURCES

			Equity Balance:		1,888	50,325	64,363	66,268	71,399	83,796	101,950	107,480	396,322
CONSTRUCTION													
CONSTRUCTION LOAN	149,918,179	0	-	-	-	-	-	-	-	-	-	-	-
HCDC PREDEVELOPMENT FUNDING	0	0	-	245	1,644	48,437	14,038	1,904	5,131	12,397	18,154	5,529	288,842
HPHA PREDEVELOPMENT LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
COSTS PAID AT PERM CLOSING	23,121,092	0	-	-	-	-	-	-	-	-	-	-	-
EQUITY	29,541,681	0	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	0	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	0	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
PERMANENT			-	-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN	50,869,375	50,869,375	-	-	-	-	-	-	-	-	-	-	-
HCDC DEVELOPER NOTE	2,979,734	2,979,734	-	-	-	-	-	-	-	-	-	-	-
HPHA DEVELOPER NOTE	1,454,394	1,454,394	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	86,000,000	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
TAX CREDITS @ 0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Jun-24 Pre-Develop	Jul-24 Pre-Develop	Aug-24 Pre-Develop	Sep-24 Pre-Develop	Oct-24 Pre-Develop	Nov-24 Pre-Develop	Dec-24 Pre-Develop	Jan-25 Pre-Develop	Feb-25 Pre-Develop	Mar-25 Pre-Develop	Apr-25 Pre-Develop
ACQUISITION & PREDEVELOPMENT													
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	3,248	4,391	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
RELOCATION	700,000	700,000	-	-	-	-	-	-	-	-	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	-	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	-	-	-	-	-	-	-	-	-	-	-
BASE CONSTRUCTION	199,613,541	199,613,541	-	-	-	-	-	-	-	-	-	-	-
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	-	-	-	-	-	-	-	-	-	-	-
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	-	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	-	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (Partner)	8,971,547	8,971,547	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN INTEREST & FEES	134,856	134,856	1,982	2,020	2,098	1,641	3,120	4,568	4,591	4,614	4,637	4,660	4,683
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	-	-	-	-	-	-	-	-	-	-	-
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	-	-	-	-	-	-	-	-	-	-	-
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	1,574	5,496	-	-	-	-	-	-	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	-	-	-	-	-	-	-	-	-	-	-
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	907	3,720	-	-	-	-	-	-	-	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	7,710	15,627	302,098	301,641	303,120	304,568	304,591	304,614	304,637	304,660	304,683
CUMULATIVE TOTAL HCDC BRIDGE LOAN			404,032	419,659	328,174	624,087	913,600	918,168	922,759	927,373	932,009	936,669	941,353
CUMULATIVE TOTAL			404,032	419,659	721,758	1,023,399	1,326,519	1,631,087	1,935,678	2,240,292	2,544,928	2,849,588	3,154,272

SOURCES

			404,032	419,659	328,174	624,087	913,600	918,168	922,759	927,373	932,009	936,669	941,353
CONSTRUCTION													
CONSTRUCTION LOAN	149,918,179	0	-	-	-	-	-	-	-	-	-	-	-
HCDC PREDEVELOPMENT FUNDING	0	0	7,710	15,627	(91,485)	295,912	289,513	4,568	4,591	4,614	4,637	4,660	4,683
HPHA PREDEVELOPMENT LOAN	0	0	-	-	393,584	5,729	13,607	300,000	300,000	300,000	300,000	300,000	300,000
COSTS PAID AT PERM CLOSING	23,121,092	0	-	-	-	-	-	-	-	-	-	-	-
EQUITY	29,541,681	0	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	0	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	0	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
PERMANENT			-	-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN	50,869,375	50,869,375	-	-	-	-	-	-	-	-	-	-	-
HCDC DEVELOPER NOTE	2,979,734	2,979,734	-	-	-	-	-	-	-	-	-	-	-
HPHA DEVELOPER NOTE	1,454,394	1,454,394	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	86,000,000	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
TAX CREDITS @ 0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	May-25 Pre-Develop	Jun-25 Pre-Develop	Jul-25 Pre-Develop	Aug-25 Pre-Develop	Sep-25 Pre-Develop	Oct-25 Pre-Develop	Nov-25 Pre-Develop	Dec-25 Pre-Develop	Jan-26 Pre-Develop	Feb-26 Pre-Develop	Mar-26 Pre-Develop
ACQUISITION & PREDEVELOPMENT													
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	300,000	57,903	57,903	57,903	57,903	57,903	57,903	57,903	57,903	57,903	57,903
RELOCATION	700,000	700,000	-	-	-	43,750	43,750	43,750	43,750	43,750	43,750	43,750	43,750
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	-	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	-	-	-	-	-	-	-	-	-	-	-
BASE CONSTRUCTION	199,613,541	199,613,541	-	-	-	-	-	-	-	-	-	-	-
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	-	-	-	-	-	-	-	-	-	-	-
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	-	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	-	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (Partner)	8,971,547	8,971,547	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN INTEREST & FEES	134,856	134,856	4,707	4,730	3,543	2,351	1,371	1,596	5,573	5,601	5,629	5,657	1,935
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	-	-	-	-	-	-	-	-	-	-	-
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	-	-	-	-	-	-	-	-	-	-	-
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	-	-	-	-	-	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	-	-	-	-	-	-	-	-	-	-	-
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	-	-	-	-	-	-	-	-	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	750,000	-	-	-	-	-
TOTAL	288,580,952	288,580,952	304,707	62,633	61,446	104,003	103,023	853,249	107,226	107,254	107,282	107,310	103,588
CUMULATIVE TOTAL HCDC BRIDGE LOAN			946,060	708,693	470,139	274,142	319,263	1,114,609	1,120,182	1,125,783	1,131,412	387,069	389,004
CUMULATIVE TOTAL			3,458,979	3,521,612	3,583,058	3,687,061	3,790,085	4,643,334	4,750,559	4,857,813	4,965,094	5,072,404	5,175,992

SOURCES

				946,060	708,693	470,139	274,142	319,263	1,114,609	1,120,182	1,125,783	1,131,412	387,069	389,004
CONSTRUCTION														
CONSTRUCTION LOAN		149,918,179	0	-	-	-	-	-	-	-	-	-	-	-
HCDC PREDEVELOPMENT FUNDING		0	0	4,707	(237,367)	(238,554)	(195,997)	45,121	795,346	5,573	5,601	5,629	(744,343)	1,935
HPHA PREDEVELOPMENT LOAN		0	0	300,000	300,000	300,000	300,000	57,903	57,903	101,653	101,653	101,653	851,653	101,653
COSTS PAID AT PERM CLOSING		23,121,092	0	-	-	-	-	-	-	-	-	-	-	-
EQUITY		29,541,681	0	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF		86,000,000	0	-	-	-	-	-	-	-	-	-	-	-
TOTAL		288,580,952	0	-	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-	-
PERMANENT				-	-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN		50,869,375	50,869,375	-	-	-	-	-	-	-	-	-	-	-
HCDC DEVELOPER NOTE		2,979,734	2,979,734	-	-	-	-	-	-	-	-	-	-	-
HPHA DEVELOPER NOTE		1,454,394	1,454,394	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF		86,000,000	86,000,000	-	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-	-
TAX CREDITS @	0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	-	-	-	-
TOTAL		288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Apr-26 Pre-Develop	May-26 Pre-Develop	Jun-26 Pre-Develop	Jul-26 Pre-Develop	Aug-26 Pre-Develop	Sep-26 Pre-Develop	Oct-26 Pre-Develop	Nov-26 Pre-Develop	Dec-26 Close Land	Jan-27 Const	Feb-27 Const
												1	2
ACQUISITION & PREDEVELOPMENT													
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	57,903	57,903	57,903	57,903	57,903	57,903	57,903	57,903	-	-	-
RELOCATION	700,000	700,000	43,750	43,750	43,750	43,750	43,750	43,750	43,750	43,750	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	1,192,980	-	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	-	-	-	-	-	-	-	-	-	165,635	179,438
BASE CONSTRUCTION	199,613,541	199,613,541	-	-	-	-	-	-	-	-	-	4,315,968	4,675,632
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	-	-	-	-	-	-	-	-	-	12,973	14,054
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	-	-	-	-	-	-	-	-	-	111,393	120,675
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	-	-	-	-	-	-	-	-	148,232	148,232	148,232
DEVELOPER FEE (Partner)	8,971,547	8,971,547	-	-	-	-	-	-	-	-	72,351	72,351	72,351
BRIDGE LOAN INTEREST & FEES	134,856	134,856	1,945	1,955	1,965	2,434	8,919	9,472	11,028	13,091	-	-	-
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	-	-	-	-	-	-	-	-	-	(0)	7,888
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	1,315,771	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	1,520,000	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	-	-	-	-	-	-	-	-	-	240,461	260,499
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	-	-	200,000	300,000	300,000	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	-	-	-	-	-	-	-	-	-	-	-
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	-	-	-	-	-	-	-	16,801	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	103,598	103,607	103,617	1,297,067	110,572	311,125	412,681	414,744	3,073,155	5,067,012	5,478,769
CUMULATIVE TOTAL HCDC BRIDGE LOAN			390,949	392,904	486,815	1,783,881	1,894,453	2,205,578	2,618,259	3,033,003			
CUMULATIVE TOTAL			5,279,590	5,383,197	5,486,815	6,783,881	6,894,453	7,205,578	7,618,259	8,033,003	11,106,158	16,173,170	21,651,939
									0	0	11,106,158	14,770,841	14,770,841
											(0)	1,402,330	6,881,099

SOURCES

			390,949	392,904	486,815	1,783,881	1,894,453	2,205,578	2,618,259	3,033,003	0	0	0
CONSTRUCTION													
CONSTRUCTION LOAN	149,918,179	0	-	-	-	-	-	-	-	-	(0)	1,402,330	5,478,769
HCDC PREDEVELOPMENT FUNDING	0	0	1,945	1,955	93,910	1,297,067	110,572	311,125	412,681	414,744	(3,033,003)	-	-
HPHA PREDEVELOPMENT LOAN	0	0	101,653	101,653	9,707	-	-	-	-	-	(5,000,000)		
COSTS PAID AT PERM CLOSING	23,121,092	0	-	-	-	-	-	-	-	-	-	-	-
EQUITY	29,541,681	0	-	-	-	-	-	-	-	-	11,106,158	3,664,683	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	0	-	-	-	-	-	-	-	-	-		
TOTAL	288,580,952	0	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
PERMANENT			-	-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN	50,869,375	50,869,375	-	-	-	-	-	-	-	-	-	-	-
HCDC DEVELOPER NOTE	2,979,734	2,979,734	-	-	-	-	-	-	-	-	-	-	-
HPHA DEVELOPER NOTE	1,454,394	1,454,394	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	86,000,000	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
TAX CREDITS @ 0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Mar-27 Const	Apr-27 Const	May-27 Const	Jun-27 Const	Jul-27 Const	Aug-27 Const	Sep-27 Const	Oct-27 Const	Nov-27 Const	Dec-27 Const	Jan-28 Const
			3	4	5	6	7	8	9	10	11	12	13
ACQUISITION & PREDEVELOPMENT													
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	-	-	-	-	-	-	-	-	-	-	-
RELOCATION	700,000	700,000	-	-	-	-	-	-	-	-	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	-	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	193,240	207,043	220,846	234,649	248,452	262,255	276,058	289,861	303,663	317,466	331,269
BASE CONSTRUCTION	199,613,541	199,613,541	5,035,297	5,394,961	5,754,625	6,114,289	6,473,953	6,833,617	7,193,281	7,552,945	7,912,609	8,272,273	8,631,937
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	15,135	16,216	17,297	18,378	19,459	20,541	21,622	22,703	23,784	24,865	25,946
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	129,958	139,241	148,523	157,806	167,089	176,372	185,654	194,937	204,220	213,502	222,785
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	148,232	148,232	148,232	148,232	148,232	148,232	148,232	148,232	148,232	148,232	148,232
DEVELOPER FEE (Partner)	8,971,547	8,971,547	72,351	72,351	72,351	72,351	72,351	72,351	72,351	72,351	72,351	72,351	72,351
BRIDGE LOAN INTEREST & FEES	134,856	134,856	-	-	-	-	-	-	-	-	-	-	-
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	38,706	38,706	38,706	38,706	38,706	38,706	38,706	38,706	38,706	38,706	38,706
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	280,537	300,576	320,614	340,653	360,691	380,729	400,768	420,806	440,844	460,883	480,921
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	-	-	-	-	-	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	-	-	-	-	-	-	-	-	-	-	-
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	-	-	-	-	-	-	-	-	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	5,913,456	6,317,326	6,721,195	7,125,064	7,528,933	7,932,802	8,336,671	8,740,540	9,144,409	9,548,278	9,952,148
CUMULATIVE TOTAL HCDC BRIDGE LOAN			27,565,396	33,882,722	40,603,916	47,728,980	55,257,913	63,190,715	71,527,386	80,267,926	89,412,336	98,960,614	108,912,762
CUMULATIVE TOTAL			14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841
			6,881,099	6,881,099	6,881,099	6,881,099	6,881,099	6,881,099	6,881,099	6,881,099	6,881,099	6,881,099	8,141,921

SOURCES

			0	0	0	0	0	0	0	0	0	0	0
CONSTRUCTION													
CONSTRUCTION LOAN	149,918,179	0	-	-	-	-	-	-	-	-	-	-	1,260,822
HCDC PREDEVELOPMENT FUNDING	0	0	-	-	-	-	-	-	-	-	-	-	-
HPHA PREDEVELOPMENT LOAN	0	0											
COSTS PAID AT PERM CLOSING	23,121,092	0	-	-	-	-	-	-	-	-	-	-	-
EQUITY	29,541,681	0	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	0	5,913,456	6,317,326	6,721,195	7,125,064	7,528,933	7,932,802	8,336,671	8,740,540	9,144,409	9,548,278	8,691,325
TOTAL	288,580,952	0	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
PERMANENT			-	-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN	50,869,375	50,869,375	-	-	-	-	-	-	-	-	-	-	-
HCDC DEVELOPER NOTE	2,979,734	2,979,734	-	-	-	-	-	-	-	-	-	-	-
HPHA DEVELOPER NOTE	1,454,394	1,454,394	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	86,000,000	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
TAX CREDITS @ 0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Feb-28 Const	Mar-28 Const	Apr-28 Const	May-28 Const	Jun-28 Const	Jul-28 Const	Aug-28 Const	Sep-28 Const	Oct-28 Const	Nov-28 Const	Dec-28 Const
			14	15	16	17	18	19	20	21	22	23	24
ACQUISITION & PREDEVELOPMENT													
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	-	-	-	-	-	-	-	-	-	-	-
RELOCATION	700,000	700,000	-	-	-	-	-	-	-	-	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	-	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	345,072	358,875	345,072	331,269	317,466	303,663	289,861	276,058	262,255	248,452	234,649
BASE CONSTRUCTION	199,613,541	199,613,541	8,991,601	9,351,265	8,991,601	8,631,937	8,272,273	7,912,609	7,552,945	7,193,281	6,833,617	6,473,953	6,114,289
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	27,027	28,108	27,027	25,946	24,865	23,784	22,703	21,622	20,541	19,459	18,378
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	232,068	241,351	232,068	222,785	213,502	204,220	194,937	185,654	176,372	167,089	157,806
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	148,232	148,232	148,232	148,232	148,232	148,232	148,232	148,232	148,232	148,232	148,232
DEVELOPER FEE (Partner)	8,971,547	8,971,547	72,351	72,351	72,351	72,351	72,351	72,351	72,351	72,351	72,351	72,351	72,351
BRIDGE LOAN INTEREST & FEES	134,856	134,856	-	-	-	-	-	-	-	-	-	-	-
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	45,798	104,091	164,983	223,946	280,969	336,040	389,150	440,287	489,440	536,597	581,748
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	500,960	520,998	500,960	480,921	460,883	440,844	420,806	400,768	380,729	360,691	340,653
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	-	-	-	-	-	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	-	-	-	-	-	-	-	-	-	-	-
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	-	-	-	-	-	-	-	-	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	10,363,109	10,825,270	10,482,293	10,137,387	9,790,541	9,441,744	9,090,984	8,738,252	8,383,536	8,026,824	7,668,106
CUMULATIVE TOTAL HCDC BRIDGE LOAN			119,275,870	130,101,141	140,583,434	150,720,821	160,511,362	169,953,106	179,044,090	187,782,342	196,165,877	204,192,701	211,860,807
CUMULATIVE TOTAL			14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	14,770,841
			18,505,030	29,330,300	39,812,593	49,949,981	59,740,522	69,182,265	78,273,249	87,011,501	95,395,037	103,421,861	111,089,966

SOURCES

			0	0	0	0	0	0	0	0	0	0	0
CONSTRUCTION													
CONSTRUCTION LOAN	149,918,179	0	10,363,109	10,825,270	10,482,293	10,137,387	9,790,541	9,441,744	9,090,984	8,738,252	8,383,536	8,026,824	7,668,106
HCDC PREDEVELOPMENT FUNDING	0	0	-	-	-	-	-	-	-	-	-	-	-
HPHA PREDEVELOPMENT LOAN	0	0											
COSTS PAID AT PERM CLOSING	23,121,092	0	-	-	-	-	-	-	-	-	-	-	-
EQUITY	29,541,681	0	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	0	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	0	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
PERMANENT			-	-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN	50,869,375	50,869,375	-	-	-	-	-	-	-	-	-	-	-
HCDC DEVELOPER NOTE	2,979,734	2,979,734	-	-	-	-	-	-	-	-	-	-	-
HPHA DEVELOPER NOTE	1,454,394	1,454,394	-	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN	0	0	-	-	-	-	-	-	-	-	-	-	-
CITY LOAN	0	0	-	-	-	-	-	-	-	-	-	-	-
RHRF	86,000,000	86,000,000	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-
TAX CREDITS @ 0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING		0	0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Jan-29 Const	Feb-29 Const	Mar-29 Const	Apr-29 Const	May-29 Const	Jun-29 Const	Jul-29 Lease-Up	Aug-29 Lease-Up	Sep-29 Lease-Up	Oct-29 Lease-Up
			25	26	27	28	29	30	1	2	3	4
ACQUISITION & PREDEVELOPMENT												
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	-	-	-	-	-	-	-	-	-	-
RELOCATION	700,000	700,000	-	-	-	-	-	-	-	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	220,846	207,043	193,240	179,438	165,635	151,832	-	-	-	-
BASE CONSTRUCTION	199,613,541	199,613,541	5,754,625	5,394,961	5,035,297	4,675,632	4,315,968	3,956,304	-	-	-	-
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	17,297	16,216	15,135	14,054	12,973	11,892	-	-	-	-
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	148,523	139,241	129,958	120,675	111,393	102,110	-	-	-	-
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	148,232	148,232	148,232	148,232	148,232	148,232	-	-	-	-
DEVELOPER FEE (Partner)	8,971,547	8,971,547	72,351	72,351	72,351	72,351	72,351	72,351	-	-	-	-
BRIDGE LOAN INTEREST & FEES	134,856	134,856	-	-	-	-	-	-	-	-	-	-
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	624,881	665,985	705,048	742,060	777,008	809,880	-	-	-	-
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	320,614	300,576	280,537	260,499	240,461	220,422	-	-	-	-
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	-	-	-	317,196	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	-	-	-	-	-	-	988,396	959,202	930,009	900,816
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	-	-	-	-	-	-	-	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	7,307,370	6,944,604	6,579,799	6,212,941	5,844,020	5,473,023	1,305,591	959,202	930,009	900,816
CUMULATIVE TOTAL HCDC BRIDGE LOAN			14,770,841	14,770,841	14,770,841	14,770,841	14,770,841	20,243,864	21,549,455	22,508,657	23,438,667	24,339,483
CUMULATIVE TOTAL			219,168,176	226,112,781	232,692,580	238,905,521	244,749,540	250,222,564	251,528,155	252,487,357	253,417,366	254,318,183
			118,397,336	125,341,940	131,921,739	138,134,680	143,978,700	143,978,700	143,978,700	143,978,700	143,978,700	143,978,700

SOURCES

			0	0	0	0	0	0	0			
CONSTRUCTION												
CONSTRUCTION LOAN		149,918,179	0	7,307,370	6,944,604	6,579,799	6,212,941	5,844,020	-	-	-	-	-
HCDC PREDEVELOPMENT FUNDING		0	0	-	-	-	-	-	-	-	-	-	-
HPHA PREDEVELOPMENT LOAN		0	0										
COSTS PAID AT PERM CLOSING		23,121,092	0	-	-	-	-	-	-	-	-	-	-
EQUITY		29,541,681	0	-	-	-	-	-	5,473,023	1,305,591	959,202	930,009	900,816
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-	-	-	-	-
RHRF		86,000,000	0	-	-	-	-	-	-	-	-	-	-
TOTAL		288,580,952	0	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
PERMANENT				-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN		50,869,375	50,869,375	-	-	-	-	-	-	-	-	-	-
HCDC DEVELOPER NOTE		2,979,734	2,979,734	-	-	-	-	-	-	-	-	-	-
HPHA DEVELOPER NOTE		1,454,394	1,454,394	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-	-	-	-	-
RHRF		86,000,000	86,000,000	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
TAX CREDITS @	0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	-	-	-
TOTAL		288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Nov-29 Lease-Up	Dec-29 Lease-Up	Jan-30 Lease-Up	Feb-30 Lease-Up	Mar-30 Lease-Up	Apr-30 Lease-Up	May-30 Lease-Up	Jun-30 Lease-Up	Jul-30 Lease-Up	Aug-30 Lease-Up
			5	6	7	8	9	10	11	12	13	14
ACQUISITION & PREDEVELOPMENT												
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	-	-	-	-	-	-	-	-	-	-
RELOCATION	700,000	700,000	-	-	-	-	-	-	-	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	-	-	-	-	-	-	-	-	-	-
BASE CONSTRUCTION	199,613,541	199,613,541	-	-	-	-	-	-	-	-	-	-
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	-	-	-	-	-	-	-	-	-	-
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (Partner)	8,971,547	8,971,547	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN INTEREST & FEES	134,856	134,856	-	-	-	-	-	-	-	-	-	-
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	-	-	-	-	-	-	-	-	-	-
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	-	-	-	-	-	-	-	-	-	-
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	-	-	-	-	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	871,623	842,430	813,237	784,044	754,851	725,658	696,465	668,881	643,451	617,877
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	-	-	-	-	-	-	-	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	871,623	842,430	813,237	784,044	754,851	725,658	696,465	668,881	643,451	617,877
CUMULATIVE TOTAL HCDC BRIDGE LOAN			25,211,106	26,053,537	26,866,774	27,650,818	28,405,669	29,131,327	29,541,681	29,541,681	29,541,681	29,541,681
CUMULATIVE TOTAL			143,978,700	143,978,700	143,978,700	143,978,700	143,978,700	143,978,700	144,264,811	144,933,692	145,577,143	146,195,020

SOURCES

		CONTROL TOTAL	SUM TOTAL	Nov-29 Lease-Up	Dec-29 Lease-Up	Jan-30 Lease-Up	Feb-30 Lease-Up	Mar-30 Lease-Up	Apr-30 Lease-Up	May-30 Lease-Up	Jun-30 Lease-Up	Jul-30 Lease-Up	Aug-30 Lease-Up
CONSTRUCTION													
CONSTRUCTION LOAN		149,918,179	0	-	-	-	-	-	-	286,111	668,881	643,451	617,877
HCDC PREDEVELOPMENT FUNDING		0	0	-	-	-	-	-	-	-	-	-	-
HPHA PREDEVELOPMENT LOAN		0	0										
COSTS PAID AT PERM CLOSING		23,121,092	0	-	-	-	-	-	-	-	-	-	-
EQUITY		29,541,681	0	871,623	842,430	813,237	784,044	754,851	725,658	410,354	-	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-	-	-	-	-
RHRF		86,000,000	0	-	-	-	-	-	-	-	-	-	-
TOTAL		288,580,952	0	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
PERMANENT				-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN		50,869,375	50,869,375	-	-	-	-	-	-	-	-	-	-
HCDC DEVELOPER NOTE		2,979,734	2,979,734	-	-	-	-	-	-	-	-	-	-
HPHA DEVELOPER NOTE		1,454,394	1,454,394	-	-	-	-	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-	-	-	-	-
RHRF		86,000,000	86,000,000	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
TAX CREDITS @	0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	-	-	-
TOTAL		288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Sep-30 Lease-Up	Oct-30 Lease-Up	Nov-30 Lease-Up	Dec-30 Lease-Up	Jan-31 Lease-Up	Feb-31 Lease-Up	Mar-31 Lease-Up	Apr-31 Perm Loan	May-31 Perm Loan	Jun-31 Perm Loan
			15	16	17	18	19	20	21	22	23	24
ACQUISITION & PREDEVELOPMENT												
PURCHASE PRICE	-	-	-	-	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	-	-	-	-	-	-	-	-	-	-
RELOCATION	700,000	700,000	-	-	-	-	-	-	-	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	-	-	-	-	-	-	-	-	-	-
BASE CONSTRUCTION	199,613,541	199,613,541	-	-	-	-	-	-	-	-	-	-
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	-	-	-	-	-	-	-	-	-	-
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	-	-	-	-	-	-	-	13,785,548	-	-
DEVELOPER FEE (Partner)	8,971,547	8,971,547	-	-	-	-	-	-	-	6,728,660	-	-
BRIDGE LOAN INTEREST & FEES	134,856	134,856	-	-	-	-	-	-	-	-	-	-
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	-	-	-	-	-	-	-	-	-	-
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	-	-	-	-	-	-	-	-	-	-
LEASE UP AND SALES		-	-	-	-	-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-	-	1,637,711	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	-	-	-	-	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	592,160	566,298	540,290	514,136	500,604	503,420	506,252	-	-	-
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-	-	538,694	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	-	-	-	-	-	-	-	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-	-	430,480	-	-
TOTAL	288,580,952	288,580,952	592,160	566,298	540,290	514,136	500,604	503,420	506,252	23,121,092	-	-
CUMULATIVE TOTAL HCDC BRIDGE LOAN												
CUMULATIVE TOTAL			262,328,861	262,895,159	263,435,449	263,949,585	264,450,189	264,953,608	265,459,860	288,580,952	288,580,952	288,580,952
			29,541,681	29,541,681	29,541,681	29,541,681	29,541,681	29,541,681	29,541,681	0	0	0
			146,787,180	147,353,477	147,893,767	148,407,903	148,908,507	149,411,927	149,918,179	0	0	0

SOURCES

		CONTROL TOTAL	SUM TOTAL	Sep-30 Lease-Up	Oct-30 Lease-Up	Nov-30 Lease-Up	Dec-30 Lease-Up	Jan-31 Lease-Up	Feb-31 Lease-Up	Mar-31 Lease-Up	Apr-31 Perm Loan	May-31 Perm Loan	Jun-31 Perm Loan
CONSTRUCTION													
CONSTRUCTION LOAN		149,918,179	0	592,160	566,298	540,290	514,136	500,604	503,420	506,252	(149,918,179)	-	-
HCDC PREDEVELOPMENT FUNDING		0	0	-	-	-	-	-	-	-	-	-	-
HPHA PREDEVELOPMENT LOAN		0	0										
COSTS PAID AT PERM CLOSING		23,121,092	0	-	-	-	-	-	-	-	-	-	-
EQUITY		29,541,681	0	-	-	-	-	-	-	-	(29,541,681)	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-	-	-	-	-
RHRF		86,000,000	0	-	-	-	-	-	-	-	(86,000,000)	-	-
TOTAL		288,580,952	0	-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
PERMANENT				-	-	-	-	-	-	-	-	-	-
PERMANENT LOAN		50,869,375	50,869,375	-	-	-	-	-	-	-	50,869,375	-	-
HCDC DEVELOPER NOTE		2,979,734	2,979,734	-	-	-	-	-	-	-	2,979,734	-	-
HPHA DEVELOPER NOTE		1,454,394	1,454,394	-	-	-	-	-	-	-	1,454,394	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-	-	-	-	-
RHRF		86,000,000	86,000,000	-	-	-	-	-	-	-	86,000,000	-	-
				-	-	-	-	-	-	-	-	-	-
TAX CREDITS @	0.7267	147,277,450	147,277,450	-	-	-	-	-	-	-	147,277,450	-	-
TOTAL		288,580,952	288,580,952	-	-	-	-	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0	0	0	0	0

MWH - LIHTC Tower A

CONSTRUCTION AND LEASE-UP CASHFLOW

Family/ New Construction / 31 / 4% Tax Credits

USES

	CONTROL TOTAL	SUM TOTAL	Jul-31 Perm Loan	Aug-31 Perm Loan	Sep-31 Perm Loan	Oct-31 Perm Loan	Nov-31 Perm Loan	Dec-31 Perm Loan
			25	26	27	28	29	30
ACQUISITION & PREDEVELOPMENT								
PURCHASE PRICE	-	-	-	-	-	-	-	-
CLOSING AND TITLE	-	-	-	-	-	-	-	-
LEGAL	-	-	-	-	-	-	-	-
ARCH. AND ENG.	4,345,144	4,345,144	-	-	-	-	-	-
RELOCATION	700,000	700,000	-	-	-	-	-	-
PRE DEV. FIN. AND CARRY	-	-	-	-	-	-	-	-
CONSTRUCTION		-	-	-	-	-	-	-
FEES AND PERMITS	1,200,000	1,200,000	-	-	-	-	-	-
ONSITE/OFFSITE	7,660,601	7,660,601	-	-	-	-	-	-
BASE CONSTRUCTION	199,613,541	199,613,541	-	-	-	-	-	-
EXTERIOR COMMON AREA	-	-	-	-	-	-	-	-
MODELS AND REC. BLDG.	600,000	600,000	-	-	-	-	-	-
INDIRECT / ONSITE SUPERV.	5,151,907	5,151,907	-	-	-	-	-	-
DEVELOPER FEE (HCDC)	18,380,730	18,380,730	-	-	-	-	-	-
DEVELOPER FEE (Partner)	8,971,547	8,971,547	-	-	-	-	-	-
BRIDGE LOAN INTEREST & FEES	134,856	134,856	-	-	-	-	-	-
CREDIT ENHANCEMENT	-	-	-	-	-	-	-	-
CONSTR. PERIOD INTEREST	8,351,567	8,351,567	-	-	-	-	-	-
ORIGINATION FEE	1,315,771	1,315,771	-	-	-	-	-	-
CONSTR. LOAN FEES/TAXES	1,520,000	1,520,000	-	-	-	-	-	-
CONSTR. CONTINGENCY & SOFT COSTS	11,121,302	11,121,302	-	-	-	-	-	-
LEASE UP AND SALES		-	-	-	-	-	-	-
OPERATING RESERVES	1,637,711	1,637,711	-	-	-	-	-	-
MARKETING/LEASING/LEGAL	1,150,000	1,150,000	-	-	-	-	-	-
LEASE UP PERIOD INT. & CARRY	14,920,101	14,920,101	-	-	-	-	-	-
PERMANENT FINANCING COSTS	538,694	538,694	-	-	-	-	-	-
SYNDICATION EXPENSE	-	-	-	-	-	-	-	-
MISC. SOFT COSTS/ORGANIZATIONAL	75,000	75,000	-	-	-	-	-	-
TAX CREDIT APP./MONITOR. FEES	1,192,480	1,192,480	-	-	-	-	-	-
TOTAL	288,580,952	288,580,952	-	-	-	-	-	-
CUMULATIVE TOTAL HCDC BRIDGE LOAN								
CUMULATIVE TOTAL			288,580,952	288,580,952	288,580,952	288,580,952	288,580,952	288,580,952
			0	0	0	0	0	0
			0	0	0	0	0	0

SOURCES

		CONTROL TOTAL	SUM TOTAL	Jul-31 Perm Loan	Aug-31 Perm Loan	Sep-31 Perm Loan	Oct-31 Perm Loan	Nov-31 Perm Loan	Dec-31 Perm Loan
CONSTRUCTION									
CONSTRUCTION LOAN		149,918,179	0	-	-	-	-	-	-
HCDC PREDEVELOPMENT FUNDING		0	0	-	-	-	-	-	-
HPHA PREDEVELOPMENT LOAN		0	0						
COSTS PAID AT PERM CLOSING		23,121,092	0	-	-	-	-	-	-
EQUITY		29,541,681	0	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-
RHRF		86,000,000	0	-	-	-	-	-	-
TOTAL		288,580,952	0	-	-	-	-	-	-
				-	-	-	-	-	-
PERMANENT				-	-	-	-	-	-
PERMANENT LOAN		50,869,375	50,869,375	-	-	-	-	-	-
HCDC DEVELOPER NOTE		2,979,734	2,979,734	-	-	-	-	-	-
HPHA DEVELOPER NOTE		1,454,394	1,454,394	-	-	-	-	-	-
BRIDGE LOAN PAYDOWN		0	0	-	-	-	-	-	-
CITY LOAN		0	0	-	-	-	-	-	-
RHRF		86,000,000	86,000,000	-	-	-	-	-	-
				-	-	-	-	-	-
TAX CREDITS @	0.7267	147,277,450	147,277,450	-	-	-	-	-	-
TOTAL		288,580,952	288,580,952	-	-	-	-	-	-
PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0
MAXIMUM PARTNERSHIP EQUITY FUNDING			0	0	0	0	0	0	0

MWH - LIHTC Tower A
LEASE UP SCHEDULE
MONTHS 1 THROUGH 12 OF OPERATIONS
Family/ New Construction / 31 / 4% Tax Credits

LEASE UP PERIOD		Lease-up Month 1 Jul-29	Lease-up Month 2 Aug-29	Lease-up Month 3 Sep-29	Lease-up Month 4 Oct-29	Lease-up Month 5 Nov-29	Lease-up Month 6 Dec-29	Lease-up Month 7 Jan-30	Lease-up Month 8 Feb-30	Lease-up Month 9 Mar-30	Lease-up Month 10 Apr-30	Lease-up Month 11 May-30	Lease-up Month 12 Jun-30	Lease-up Month 13 Jul-30	Lease-up Month 14 Aug-30	Lease-up Month 15 Sep-30	Lease-up Month 16 Oct-30	Lease-up Month 17 Nov-30	Lease-up Month 18 Dec-30	Stabilized Month 19 Jan-31	Stabilized Month 20 Feb-31	Stabilized Month 21 Mar-31	PERM. LOAN Stabilized Month 22 Apr-31	Stabilized Month 23 May-31	Stabilized Month 24 Jun-31	Stabilized Month 25 Jul-31	Stabilized Month 26 Aug-31	Stabilized Month 27 Sep-31	Stabilized Month 28 Oct-31	Stabilized Month 29 Nov-31	Stabilized Month 30 Dec-31
NUMBER OF UNITS RENTED		30	45	60	75	90	105	120	135	150	165	180	195	210	225	240	255	270	285	293	293	293	293	293	293	293	293	293	293	293	293
PERCENT OF UNITS RENTED		10%	15%	19%	24%	29%	34%	39%	44%	49%	54%	58%	63%	68%	73%	78%	83%	88%	93%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
POTENTIAL REVENUE																															
RENTAL INCOME		616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824	616,824
RETAIL INCOME		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MISCELLANEOUS INCOME		3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696	3,696
TOTAL POTENTIAL REVENUE		**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**	**620,520**
LESS: VACANCY		(589,557)	(557,747)	(525,936)	(494,125)	(462,315)	(430,504)	(398,693)	(366,883)	(335,072)	(303,261)	(271,451)	(239,640)	(207,830)	(176,019)	(144,208)	(112,398)	(80,587)	(48,776)	(31,026)	(31,026)	(31,026)	(31,026)	(31,026)	(31,026)	(31,026)	(31,026)	(31,026)	(31,026)	(31,026)	(31,026)
TOTAL PROJECT REVENUE		**30,962**	**62,773**	**94,584**	**126,394**	**158,205**	**190,016**	**221,826**	**253,637**	**285,447**	**317,258**	**349,069**	**380,879**	**412,690**	**444,501**	**476,311**	**508,122**	**539,933**	**571,743**	**589,494**	**589,494**	**589,494**	**589,494**	**589,494**	**589,494**	**589,494**	**589,494**	**589,494**	**589,494**	**589,494**	**589,494**
EXPENSES VARIABLE	20%	5,235	7,853	10,470	13,088	15,706	18,323	20,941	23,558	26,176	28,794	31,411	34,029	36,646	39,264	41,882	44,499	47,117	49,734	51,061	51,061	51,061	51,061	51,061	51,061	51,061	51,061	51,061	51,061	51,061	51,061
EXPENSES FIXED	80%	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242	204,242
TOTAL EXPENSES		**209,478**	**212,095**	**214,713**	**217,330**	**219,948**	**222,566**	**225,183**	**227,801**	**230,418**	**233,036**	**235,654**	**238,271**	**240,889**	**243,506**	**246,124**	**248,742**	**251,359**	**253,977**	**255,303**	**255,303**	**255,303**	**255,303**	**255,303**	**255,303**	**255,303**	**255,303**	**255,303**	**255,303**	**255,303**	**255,303**
NET OPERATING INCOME		**(178,515)**	**(149,322)**	**(120,129)**	**(90,936)**	**(61,743)**	**(32,550)**	**(3,357)**	**25,836**	**55,029**	**84,222**	**113,415**	**142,608**	**171,801**	**200,994**	**230,187**	**259,380**	**288,573**	**317,766**	**334,191**	**334,191**	**334,191**	**334,191**	**334,191**	**334,191**	**334,191**	**334,191**	**334,191**	**334,191**	**334,191**	**334,191**
DEBT SERV. CONST. LOAN		(809,880)	(809,880)	(809,880)	(809,880)	(809,880)	(809,880)	(809,880)	(809,880)	(809,880)	(809,880)	(809,880)	(811,490)	(815,252)	(818,871)	(822,347)	(825,678)	(828,863)	(831,902)	(834,794)	(837,610)	(840,442)	0	0	0	0	0	0	0	0	0
DEBT SERV. BRIDGE LOAN		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEBT SERV. OTHER		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEBT SERV. 1ST LOAN (PERM.)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(290,600)	(290,600)	(290,600)	(290,600)	(290,600)	(290,600)	(290,800)	(290,600)	(290,600)
PROJECT CASHFLOW		(988,396)	(959,202)	(930,009)	(900,816)	(871,623)	(842,430)	(813,237)	(784,044)	(754,851)	(725,658)	(696,465)	(668,881)	(643,451)	(617,877)	(592,160)	(566,298)	(540,290)	(514,136)	(500,604)	(503,420)	(506,252)	43,590	43,590	43,590	43,590	43,590	43,590	43,590	43,590	43,590
LEASE UP PERIOD DRAWS		988,396	959,202	930,009	900,816	871,623	842,430	813,237	784,044	754,851	725,658	696,465	668,881	643,451	617,877	592,160	566,298	540,290	514,136	500,604	503,420	506,252	0	0	0	0	0	0	0	0	0
NET PROJECT CASHFLOW		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**43,590**	**43,590**	**43,590**	**43,590**	**43,590**	**43,590**	**43,590**	**43,590**	**43,590**

EXHIBIT E-1

DEFINITION OF NET CASH FLOW

LIHTC Projects

Cash Flow:

- After payment of hard debt service and required replacement reserve deposits, and other required reserve deposits, if any, net cash flow shall be distributed as provided below:

1. 100% to the payment of the unpaid tax credit adjusters owed to the Investor Limited Partner, if any;
2. 100% to the payment of any subordinated Property Management Fee owed to HPHA, and if applicable, to any amount owed to an affiliate of the Managing General Partner, if any;
3. 100% to the payment of accrued and unpaid Asset Management Fee owed to the Investor Limited Partner;
4. 100% to the replenishment of operating or other reserves that require replenishment, if any;
5. 100% to the payment of accrued and unpaid Partnership Management Fee owed to the Managing General Partner and Partnership Administration Fee owed to the Special Limited Partner, on a pari passu basis;
6. 100% to the repayment of Managing General Partner Advances (after full deferral of the developer fee) or other payments for construction and/or partnership expenses, and/or operating deficits by the Managing General Partner and/or its affiliates (including under any guarantee) for circumstances beyond HCDC's reasonable control, and/or reasonably unforeseeable circumstances. In each case, Managing General Partner has acted in good faith in connection with the circumstances that necessitate such advances or payments, to ensure the proper delivery of housing units, first to accrued interest (6% made prior permanent financing, and then 3%, compounded annually), then to the outstanding principal balance;
7. 100% to the payment of the Deferred Developer Fee Note, first to accrued interest (3% interest, compounded annually), then to principal as provided below:
   -to the HPHA 501(c)(3), Developer and HPHA on a 4%/67.2%/28.8% basis*;
8. 75% to the payment of the RHRF Loan, first to accrued interest, then to outstanding principal balance;
9. To the payment of other Residual Receipts Loans, if any, in accordance with the terms of their documents
10. 90% payment as follows:
    1. 4% to the HPHA 501(c)(3)
    2. 63% to the HPHA/Affiliate (Seller Note)
    3. 33% to the Managing General Partner
11. Finally, with the remaining cash flow being distributed:
    a. 99.99% to the Investor Limited Partner
    b. 0.0050% to the Managing General Partner

c. 0.0025% to the Administrative General Partner
d. 0.0025% to the Special Limited Partner

*If the 501 (c)(3) entity is not an affiliate of HPHA, then the percentages will be 5%/66.5%/28.5%.

Asset Management, Partnership Management and Partnership Administration Fee – each $10,000/year, growing at 3% annually, accrued if unpaid.

EXHIBIT F

FORM OF GROUND LEASE

[See attached]

HPHA GROUND LEASE AGREEMENT

[_____]

HONOLULU, HAWAII

LANDLORD:

Hawaii Public Housing Authority

1002 N. School St.
Honolulu, Hawai'i 96817

TENANT:

[_____]

[ADDRESS FOR TENANT]

as of [DATE]

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HPHA GROUND LEASE
BETWEEN THE HAWAII PUBLIC HOUSING AUTHORITY AND [NAME OF OWNER LLC]

BASIC LEASE INFORMATION

DATE:	AS OF [DATE]
LANDLORD:	HAWAII PUBLIC HOUSING AUTHORITY
TENANT:	[NAME OF OWNER], LLC, a HAWAII limited liability company
PREMISES:	CERTAIN PREMISES SITUATED IN THE CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"
LEASEHOLD ACQUISITION FEE	$_____
ANNUAL BASE RENT:	$_____
COMMENCEMENT DATE:	[DATE]
TERM:	THE PERIOD BEGINNING OF THE COMMENCEMENT DATE AND ENDING ON 65 YEARS, AS MAY BE EXTENDED
LANDLORD'S ADDRESS FOR NOTICES:	1002 N. SCHOOL ST. P.O. BOX 17907 HONOLULU, HAWAI'I 96817 ATTN: EXECUTIVE DIRECTOR
TENANT'S ADDRESS FOR NOTICES:	A) FOR OVERNIGHT DELIVERIES: [NAME OF ENTITY] 2 COOPER STREET, 14TH FLOOR CAMDEN, NJ 08102 ATTENTION: JOHN J. O'DONNELL B) FOR REG/CERTIFIED MAIL: [NAME OF ENTITY] 2 COOPER STREET PO BOX 90708 CAMDEN, NJ 08101 ATTENTION: JOHN J. O'DONNELL

BOTH WITH COPIES TO:

LEVINE, STALLER, SKLAR, CHAN & BROWN, P.A.
3030 ATLANTIC AVENUE
ATLANTIC CITY, NEW JERSEY 08401
ATTN: ARTHUR M. BROWN, ESQ.

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, the provisions of the Lease will prevail.

HPHA GROUND LEASE AGREEMENT

THIS HPHA GROUND LEASE AGREEMENT (the "Lease") effective as of_____ is by and between the HAWAII PUBLIC HOUSING AUTHORITY a public body corporate and politic organized and existing pursuant to Chapter 356D of the Hawaii Revised Statutes, with a chief executive office located at 1002 N. School Street, Honolulu, Hawaii 96817 ("Landlord"), and [OWNER], a Hawaii limited liability company with a principal place of business located at [NEW MICHAELS ADDRESS] ("Tenant").

ARTICLE 1- RECITALS

Landlord is the fee simple owner of the land identified as a portion of the [_____] public housing development, located in the City and County of Honolulu, and State of Hawaii situated on Tax Parcels [_____] as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Demised Premises").

Landlord selected The Michaels Development Company I, L.P. ("Michaels") an experienced developer of distressed public and affordable housing projects, to undertake the redevelopment of the [_____] public housing development (the "Redevelopment") and Landlord and Michaels entered into that certain Development Agreement, effective on or about [date] ("Redevelopment Agreement"), which Redevelopment Agreement was amended and restated as of _____. Tenant is an affiliate of Michaels.

The Landlord applied to the United States Department of Housing and Urban Development ("HUD") for permission to [demolish the existing buildings] and to dispose of the Demised Premises, which HUD approved by letter dated [_____].

Phase _ will consist of [describe phase] all as more particularly described and set forth in the Plans and Specifications.

Tenant wishes to ground lease from Landlord, pursuant to this Lease, the Demised Premises, on which Tenant will construct Phase 2 of the Redevelopment. In addition to Base Rent (as defined below), Tenant will pay Landlord an acquisition fee of $[_____] (the "Leasehold Acquisition Fee") in consideration for acquiring the leasehold estate in the Demised Premises. [Tenant has also purchased the Improvements (as defined below) from the Landlord for a purchase price of $[_____] ("Improvements Purchase Price"), such that the total purchase price for the leasehold estate and the Improvements is $[_____] (the "Purchase Price"). Of the total Purchase Price, [$_____] has been paid in cash and the remaining [$_____]is being financed under that certain Acquisition Loan between Landlord and Tenant dated as of substantially even date herewith.]

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

ARTICLE 2- DEFINITIONS

Capitalized terms used in this Lease and not otherwise defined shall have the meanings referred to below.

"Act" - shall mean the United States Housing Act of 1937, as amended from time to time, and any subsequent legislation.

"Additional Rent" - See Section 18.1

"Base Rent" - See Section 7.1

"City" - See Section 4.2

"Commencement Date" - See Basic Lease Information

"Completion Date" - shall have the meaning set forth in the Loan Agreement.

"Controlling Interest" - See Section 12.4

"Demised Premises" – See Article 1.

"Environmental Laws" – See Exhibit C.

"Environmental Report" - See Section 5.1(g) and Exhibit E.

"Event of Default" - See Section 18.2

"Governmental Authorities" - See Section 4.2

"Hazardous Materials" – See Exhibit C

"HUD" - See Article 1

"Improvements" - means all buildings, structures and other permanent improvements now or hereafter erected on, over or under the Demised Premises, including all walkway and road improvements, parking areas and facilities, landscaping improvements of whatever nature, utility and sewage lines (to the extent of Tenant's interest therein) and the appurtenances to all of the foregoing.

"Investor Member" - shall mean the Tax Credit Investor, in its capacity as the investor member of tenant, and its successors and assigns.

"Landlord" - See Preamble

"Lease" - See Preamble

"Leasehold Acquisition Fee" – See Preamble

"Leasehold Mortgage" and "Leasehold Mortgagee" - See Section 13.1

"LIHTC" - shall mean Low Income Housing Tax Credits as provided in Section 42 of the Internal Revenue Code, as amended.

"Loan Agreement" – shall mean collectively the Acquisition Loan Agreement and the Authority Loan Agreement by and between the Landlord and Tenant of even date herewith.

"Loan Documents" - shall have the meaning set forth in the Loan Agreement.

"Management Agent" - shall mean Michaels Management – Affordable LLC and its successors and assigns.

"Operating Agreement" - shall mean that certain [Amended and Restated Operating Agreement of Tenant] of substantially even date herewith.

"Operating Expenses" - See Section 8.2

"Permitted Encumbrances – means all mortgages, easements and other encumbrances permitted to exist with regard to the title to the Property, as set forth on Exhibit F, attached hereto and incorporated herein by this reference, or as otherwise jointly agreed to by Landlord and Tenant.

"Plans and Specifications" - shall mean all those plans and specifications for the Improvements to be constructed on the Demised Premises and all associated work, as approved by the Landlord.

"Premises" – shall mean the Demised Premises and the Improvements.

"Project Based Section 8 Units" - See Section 4.1

"Redevelopment Agreement" - See Article 1

"Regulatory Default" — See Article 18.4(a)

"Rent" - shall mean, collectively, Base Rent and Additional Rent.

"Rent Roll" – shall mean that rent roll previously delivered to the Tenant identifying the residential tenants at the Premises and containing information with respect to rents and existing leases.

"Tax Credit Investor" – shall mean [_____.]

"Tax Credit Requirements" shall mean any and all matters required by Section 42, the Hawaii Housing Finance and Development Corporation (HHFDC) or any agreement with a

condition of receipt of tax credits, whether or not such requirement is explicitly stated in Section 42, regulations thereunder, or HHFDC requirements.

"Tax Credit Units" - See Section 4.1

"Tenant"- See Preamble

"Term" - See Section 6.1

"Transfer" - See Section 12.1

ARTICLE 3- DEMISE OF LEASEHOLD INTEREST

Section 3.1 Lease to Tenant. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Demised Premises, upon the terms and conditions stated herein. The Demised Premises are leased (a) subject only to (i) any state of facts an accurate survey of the Premises would show, (ii) any state of facts a personal inspection would show, (iii) Permitted Encumbrances, (iv) present and future zoning laws, ordinances, resolutions and regulations of any governmental authority and all present and future ordinances, statutes, laws, regulations and orders of all boards, bureaus, departments, agencies, commissions and bodies of any municipal, county, state or federal sovereign, (v) the effect of all present and future municipal, state or federal laws, orders and regulations relating to the Tenant, sub-lessees or occupants of the Demised Premises; and (vi) rights of [former residents of [_____]] to occupy the Demised Premises pursuant to the Relocation Plan and Management Plan; and (b) with the right to pass and repass over all existing and future ways and public areas located on, in or appurtenant to the Demised Premises and/or shown on the ALTA/ACSM Land Title Survey Subdivision Map set forth in Exhibit A, including _____], and the right to use such other portions of the Demised Premises and all utilities and service conduits and facilities thereon to facilitate the construction of the Improvements pursuant to the Plans and Specifications.

Section 3.2 Services by Landlord. Except as otherwise provided herein, it is expressly agreed that Landlord is not and shall not be required under this Lease to render any services of any kind to Tenant. Nothing herein shall modify the terms of any separate agreement between Tenant and Landlord.

Section 3.3 Quiet Enjoyment. Tenant, upon paying the rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease, including Permitted Exceptions.

ARTICLE 4- IMPROVEMENTS

Section 4.1 Improvements to be Constructed. Tenant shall construct the Improvements or cause the Improvements to be constructed on the Demised Premises, at its sole

expense no later than the Completion Date. Upon completion, a the Improvements shall, subject to a Force Majeure Event, include total of [_____] housing units shall be available for rental for the period required by the Tax Credit Requirements to households with incomes at or below sixty percent (60%) of the area median income (the "Tax Credit Units") at initial occupancy. Of the Tax Credit Units, [____] shall shall be operated in accordance with the requirements of the project-based Section 8 program as described by Section 8(o)(13) of the Act, as amended, and its implementing regulations and guidance as may be modified by HUD ("Project-Based Section 8 Units") pursuant to and for the term of the Housing Assistance Payments Contract applicable to the Project-Based Section 8 Units and any extensions of that contract. Tenant shall take no action to effectuate any material amendments, modifications or any other material alterations to the Plans and Specifications without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

Section 4.2 Compliance with Laws. The Improvements shall be constructed in good and workmanlike manner and in conformance with all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over the Improvements (collectively, "Governmental Authorities"), including, insofar as applicable, Landlord, the United States Government, including but not limited to HUD, the City and County of Honolulu (the "City"), and the State of Hawaii.

Section 4.3 Approvals, Permits and Licenses. Tenant shall apply for, assume all costs of and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required for the construction, development, use, utility easements, operation and occupancy of the Improvements, all in accordance with the Plans and Specifications. Landlord agrees to cooperate with and publicly support Tenant's efforts to obtain such permits and licenses that are in accordance with the Plans and Specifications. If required, Landlord shall consent and allow Tenant to apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required for the construction, development, use, operation, and occupation of the Improvements, in the name of Landlord, at Tenant's sole cost and expense.

Section 4.4 Ownership of Improvements. Landlord and Tenant acknowledge and agree that during the entire Term, Tenant shall be the owner of the Improvements, and as such, Tenant shall be entitled to all depreciation deductions and low-income housing tax credits or other benefits for income tax purposes relating to the Improvements. At the expiration of the Term by the passage of time or otherwise, indefeasible fee simple title in and to the Improvements shall automatically vest in Landlord.

Section 4.5 [Public Improvements. The Demised Premises are currently serviced by Linipuni Street which is a public street owned by the City.

ARTICLE 5- REPRESENTATIONS AND WARRANTIES

Section 5.1 Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant that

(a) Landlord owns fee simple good and marketable title to the Demised Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements and other matters affecting title, except for the Permitted Encumbrances.

(b) Landlord has full right, power and authority to make, execute, deliver, and perform its obligations under this Lease. Landlord has obtained all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions, and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(c) There are no unpaid special assessments of which Landlord has received notice, or of which Landlord is otherwise aware for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Demised Premises.

(d) Except for the right of the residents displaced as a result of this Phase or the Redevelopment as a whole as described in the Redevelopment Agreenent and [*as disclosed to Tenant through a copy of the Rent Roll and*][1] for the Purchase Option and Right of First Refusal executed on substantially even date herewith, Landlord is not obligated under any contract, lease, or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale or financing of the Demised Premises (other than contracts or agreements described in the ACC, the Mixed Finance ACC or the Declaration of Restrictive Coveneants).

(e) Except as disclosed to Tenant in writing, to the best of Landlord's knowledge, there is no action, suit, litigation, or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.

(f) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

(g) Except as may be referenced in those environmental reports referenced at Exhibit E hereto (the "Environmental Report"), to the best of Landlord's information, knowledge and belief, there are no Hazardous Materials or underground storage tanks located in, on or under the Premises. Except as

[1] To be removed if property transferred unoccupied.

may be referenced in the Environmental Report, to the best of Landlord's information, knowledge and belief, no notice from any governmental authority or any person has ever been issued to Landlord, its agents or employees, claiming any violation of any Environmental Law with respect to the Premises.

Section 5.2 Tenant's Representations and Warranties. Tenant hereby warrants and represents to Landlord that:

(a) Tenant is a duly organized, lawfully existing limited liability company and is in good standing under the laws of the State of Hawaii.

(b) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease.

(c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant and its managing member, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(d) There is no action, suit, litigation, or proceeding pending or, to Tenant's knowledge, threatened against Tenant or any Tenant affiliate which could prevent or impair Tenant's entry into this Lease and/or the full and complete performance of its obligations hereunder.

(e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

ARTICLE 6- TERM

Section 6.1 Term of Lease. The term of this Lease shall be, unless sooner terminated in accordance with the provisions hereof, for a period of time commencing upon the Commencement Date and ending on May 11, 2076 (the "Term"), provided, however, that the Trem may be extended for an additional ten (10) years at the option of the Tenant, or Leasehold Mortgage on behalf of the Tenant, by giving written notice to the Landlord at lease six months prior to the expiration of the Term [_____] (the "Term").

ARTICLE 7- PAYMENTS BY TENANT

Section 7.1 Base Rent. The annual base rent ("Base Rent") shall be [$_____] per annum. By its execution hereof, Landlord acknowledges receipt of the Base Rent for the Term from Tenant.

Section 7.2 Leasehold Acquisition Fee. In consideration for the acquisition of the leasehold estate in the Demised Premises granted in this Lease, Tenant shall pay Landlord the Leasehold Acquisition Fee. Any portion of the Leasehold Acquisition Fee not paid in cash as of

the date this Lease is executed shall be paid pursuant to that certain Acquisition Loan Agreement, as evidenced by that certain Seller Financing Note dates as of even date herewith

Section 7.3 Payments by Tenant. Unless otherwise expressly set forth in this Lease, all costs, expenses, liabilities, charges, or other deductions whatsoever with respect to the Demised Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use, or occupation of the Demised Premises or the Improvements or both, or with respect to any interest of Landlord in the Demised Premises or this Lease, shall be the responsibility of and paid by Tenant.

ARTICLE 8- TAXES: OPERATING EXPENSES

Section 8.1 Taxes. Tenant shall pay any and all real property taxes which are assessed against the Premises by any taxing authority and any payments required by any cooperation agreement providing for payments in lieu of taxes which now exist or at any time in the future may be entered into by Tenant with the City. Landlord shall pay all other local, state, or federal taxes assessed against Landlord, if any; local, state, or federal capital levy of Landlord, if any; or sales, excise, franchise, gift, estate, succession, inheritance taxes, of Landlord, if any.

Section 8.2 Property Operating Expenses. Tenant shall pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance, and repair of the Demised Premises and the Improvements (collectively, "Operating Expenses").

Section 8.3 Adjustments. Rents and other revenues, taxes and Operating Expenses, payable with respect to the Premises for the month in which the Commencement Date occurs shall be prorated as of the Commencement Date. Rents and other charges which at the Commencement Date are past due shall not be prorated and Tenant shall retain those amounts, as and when collected by Tenant. The right to receive and collect all rents and profits, delinquent or otherwise, shall be transferred to Tenant as of the Commencement Date. Tenant shall provide Landlord with a status report as to the collection of delinquent rents each month for three months after the Commencement Date. Any delinquency which exists after said three month period shall be deemed uncollectible. Landlord may, at its expense, prosecute any action against any residential tenant for rent due Landlord prior to the Commencement Date but no right to seek eviction without Tenant's consent. At Tenant's option, Landlord shall either assign all rights in any residential tenant eviction action pending as of the Commencement Date to Tenant or dismiss such action.

All other income and Operating Expenses of the Premises, including, without limitation, public utility charges, maintenance, management, and other service charges, and all other normal operating charges shall be prorated as of the Commencement Date based upon the best available information. The obligation of the parties to adjust, Post-Commencement Date, operating expenses as of the closing date, to the extent unknown or not provided for at the execution of this Lease, shall be paid by the party responsible therefor within thirty (30) days after written demand has been made. Such demand shall include a copy of the invoice(s) for which payment or reimbursement is sought.

ARTICLE 9- INSURANCE

Section 9.1 Tenant's Insurance.

(a) Tenant agrees, at its sole expense, to procure and maintain at all times during the term of this Lease the types of insurance specified in Exhibit B hereto, and on the terms specified below, in order to protect Landlord from the liability arising from the negligence of the Tenant, its officers, subcontractors, joint venture, members, partners, agents or employees. The insurance carriers used by Tenant must be authorized to conduct business in the State of Hawaii and shall have a BEST Rating of not less than an "A-" except where noted. The insurance provided shall cover all operations under this Lease, whether performed by Tenant, its agents, or by its subcontractors. In the event of the failure or insolvency of any insurer of Tenant which results in the failure of such insurer to pay for a claim that would otherwise be covered under Tenant's policy of insurance with the same, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, suits, liability and damages which might result therefrom, including but not limited to reasonable attorneys fees and the costs of defending the same.

(b) Certificates of Insurance. Prior to the issuing of the Notice to Proceed by the Landlord, Tenant and its Sub-Contractors shall furnish Landlord with satisfactory evidence (subject to approval of Landlord) that Tenant and its Sub-Contractors have the insurance coverage set forth in Exhibit B, and which shall name Landlord and the State of Hawaii as an additional named insureds. Tenant will immediately provide written notice to the Landlord should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope or not renewed upon expiration.

(c) All insurance policies shall contain the following clauses:

(i) "The State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees are added as additional insured with respect to operations performed for the State of Hawaii and HPHA."

(ii) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Tenant shall advise all insurers of the contract provisions regarding insurance and other requirements of this Lease. The failure of Tenant to notify insurers of the contract provisions shall not relieve Tenant from its insurance obligations under this Lease. Nonfulfillment of the insurance provisions shall constitute a breach of this Lease and the Landlord retains the right to stop work until satisfactory evidence of insurance is provided.

(d) Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Landlord prior to expiration of insurance coverage. At the Landlord's option, following non-compliance and reasonable opportunity to cure (but no less than fifteen (15) days) the Landlord may purchase insurance on behalf of Tenant and will charge back all costs to Tenant. The receipt of any certificate does not constitute agreement by the Landlord that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Lease. The Tenant shall provide thirty (30) days written notice to be given to Landlord in the event coverage is to be substantially changed, canceled or non-renewed.

(e) If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Lease and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. Tenant shall maintain coverage for the duration of this Lease. Any extended reporting period premium (tail coverage) shall be paid by Tenant.

(f) Not less than annually, Tenant shall provide to Landlord certificate of insurance naming Landlord as an additional insured, and a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that Tenant shall provide Landlord thirty (30) days prior written notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.

(g) Tenant shall require all subcontractors to carry the insurance required herein or Tenant may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in this Section 9.1. Evidence of such coverage must be submitted to Landlord not later than fifteen (15) days prior to the date on which such subcontractor is to begin work on the Demised Premises.

(h) Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by Landlord shall be only for the benefit of Landlord and shall apply in excess of and will not contribute with insurance provided by Tenant under this Lease.

Section 9.2 Waiver of Insured Claims. Each of Landlord and Tenant hereby waives right of recovery against the other for loss or injury against which the waiving party is protected by insurance, but only to the extent of such insurance.

ARTICLE 10- USE OF DEMISED PREMISES: COVENANTS RUNNING WITH THE LAND

Section 10.1 Permitted Use. Tenant will cause the Demised Premises to be used only in the manner permitted by the following, each and to the extent applicable to the Demised Premises: (i) any and all documents including modifications, renewals, or replacements required by the Tax Credit Requirements including the Extended Low-Income Housing Commitment of substantially even date herewith, which is recorded on the land records of the City, to which reference may be had; and (i1) any and all documents including modifications, renewals or replacements required by the Housing Assistance Payments Contract applicable to the Project Based Section 8 program pursuant to the U.S. Housing Act of 1937, as amended. Such covenants contained herein are intended to create covenants running with the land and shall also be binding upon Tenant's successors and assigns, including any entity which succeeds to Tenant's interest in the Demised Premises by foreclosure or an instrument in lieu of foreclosure, so long as such covenant remains in effect.

Section 10.2 Compliance with Laws. Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirements. Tenant shall comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body having jurisdiction over the Premises.

ARTICLE 11- ENVIRONMENTAL COVENANTS AND INDEMNITIES

Section 11.1 Tenant's Environmental Covenants. Without limiting any of Tenant's other covenants, agreements and obligations set forth in this Lease, Tenant hereby specifically covenants and agrees to fulfill the obligations set forth below with respect to environmental matters:

(a) Tenant shall comply with all Environmental Laws (as defined in Exhibit C) applicable to Tenant's use of the Premises. All required governmental permits and licenses issued to Tenant and associated with the Premises and the Improvements shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply therewith. All Hazardous Materials present, handled or generated or used by Tenant on the Premises which are removed from the Premises by Tenant shall be transported and disposed of in a lawful manner.

(b) Tenant shall provide Landlord with copies of all forms, notices and other information received by or on behalf of Tenant concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Premises when and as supplied to any government agency.

(c) Tenant shall not itself, and Tenant shall not permit any other person, including third parties with whom Tenant contracts in regard to this Lease,

to bring onto the Premises any Hazardous Materials (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute construction of the Improvements, and any repair, maintenance or replacement thereof). Tenant shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole cost and expense, any Hazardous Materials brought onto the Premises by Tenant, its agents, contractors, subcontractors, servants, employees, or invitees, resulting from a default under this Section and shall be responsible for all costs and expenses associated with the remediation of any such Hazardous Materials on the Premises.

(d) In the event that Tenant or any subcontractor encounters any Hazardous Materials on the Premises, Tenant shall immediately notify Landlord in writing and comply with all laws, ordinances, regulations and orders of all governmental, regulatory and other public and quasi-public agencies, authorities and entities having jurisdiction over the same with respect thereto.

Section 11.2 Landlord's Environmental Covenants. Without limitation of any of Landlord's other covenants, agreements and obligations under this Lease, Landlord hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters:

(a) Landlord shall not be liable for any Hazardous Materials on the Premises unless the Landlord or its agents, contractors or employees cause such Hazardous Materials after the Commencement Date, or the Landlord had actual knowledge of such Hazardous Materials and failed to disclose the same to The Michaels Development Company I, LP in writing before the Commencement Date, or such Hazardous Materials are brought onto the Premises by the Landlord or any of its agents, contractors or employees after the Commencement Date.

(b) Landlord shall comply with all Environmental Laws applicable to Landlord relative to the Premises. All required governmental permits and licenses issued to Landlord and associated with the Premises shall remain in effect or shall be renewed in a timely manner, and Landlord shall comply therewith.

(c) Landlord shall provide Tenant with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Premises when and as supplied to any governmental agency.

(d) Without limiting any responsibilities of the Landlord and Tenant under this Lease, to the extent there are any unforeseen remediation costs with respect to the Premises, Landlord will work in good faith with the Tenant to identify third-party funding sources to pay for such unforeseen remediation costs.

Section 11.3 Tenant's Environmental Indemnity Tenant covenants and agrees to and shall indemnify, defend and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord in connection with or arising from:

(a) any Hazardous Materials which are first placed on, in, or under all or any portion of the Premises by Tenant its agents, contractors, subcontractors, servants, employees, or invitees during the period defined herein as the Term; or

(b) any violation of any Environmental Laws by Tenant, or its employees, agents, contractors or subcontractors at or relating to the Premises.

(c) Tenant shall indemnify and hold harmless Landlord, its officers, employees, agents, contractors, and directors from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by an act or omission of Tenant or its agents, contractors, subcontractors, servants, employees, or invitees, which shall constitute a breach of the Tenant's obligations under this Lease. If any party performing work for the Tenant on the Premises shall assert any claim against the Landlord on account of any damage alleged to have been caused by reason of the negligent acts or intentional misconduct of the Tenant, its agents, servants, employees, invitees or contractors (including, without limitation, its construction contractor), Tenant shall defend at its own expense any suit based upon such claim, and if any judgment or claim against Landlord shall be allowed, Tenant shall immediately pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith. The obligations, indemnities, and liabilities of Tenant under this Section 11.3 shall not extend to any liability caused by the negligence of Landlord, or their employees, contractors or agents, nor to any Hazardous Materials with respect to which the Landlord had actual knowledge but did not disclose in writing to Tenant. Tenant's liability hereunder shall not be limited to any provisions or limits of insurance set forth in this Lease. Tenant shall not be liable for any claims that result from the action or inaction of Landlord or its contractors, agents or employees with respect to their obligations under this Lease or any other agreement between the parties.

Section 11.4 Intentionally Omitted.

Section 11.5 Survival. The agreements, representations and warranties of Landlord and Tenant respectively in this Article 11 shall survive the expiration or early termination of this Lease.

ARTICLE 12- ASSIGNMENTS AND TRANSFERS

Section 12.1 Consent Required. Except as expressly provided herein, Tenant shall not, without the prior written consent of Landlord, assign, transfer or otherwise convey this Lease or any interest herein or in the Premises or the Improvements (a "Transfer"), except insofar as permitted by, and subject to the terms and conditions of, applicable laws and regulations. Any attempted assignment by Tenant without such consents, except for a transfer to Landlord, shall be null and void without further action required by Landlord. Subleases of the residential units or commercial space in the Improvements to residential or commercial tenants, respectively, is permitted.

Section 12.2 Subsequent Assignment. In cases where Landlord's consent is required, Landlord's consent to one Transfer shall not be construed as a waiver of the requirement of its consent to any subsequent assignment.

Section 12.3 Request for Consent. If Tenant requests Landlord's consent to a specific Transfer, Tenant shall provide to Landlord such information as may reasonably be required by Landlord.

Section 12.4 Transfer by Tenant. It shall be deemed to be a Transfer requiring the approvals set forth in Section 12.1 above in the event of any attempt by Tenant to (a) demolish all or any material portion of the Improvements, or (b) make or permit any voluntary or involuntary, total or partial, sale, lease, assignment, conveyance, mortgage, pledge, hypothecation, encumbrance, or other transfer of any portion or all of the Demised Premises without the prior written consent of Landlord, which Landlord consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding anything in this Lease to the contrary, by its execution of this Lease, Landlord shall be deemed to have consented to (i) a lease of any unit in the Premises, (ii) the execution, delivery and recordation of the Leasehold Mortgages, and the lien created thereby, (iii) the transfer of Tenant's leasehold interest in the Demised Premises and fee ownership interest in the Improvements by foreclosure or deed or assignment in lieu thereof (or any leasehold equivalent thereof) pursuant to a mortgage of the Premises that has been approved by Landlord (including the Leasehold Mortgages), and (iv) normal uses associated with the construction and operation of the Premises including but not limited to utlility easements.

No transfer, conveyance, or assignment shall be made, without the prior written approval of both the Landlord, of (i) any interest of a general partner, managing member or controlling stockholder (any such interest being referred to as a "Controlling Interest") in Tenant, or (ii) a Controlling Interest in any entity which has a Controlling Interest in Tenant, or (iii) prior to

payment in full of all equity contributions, any other interest in the Tenant, or in any member thereof (any such interest being referred to as a "Non-Controlling Interest").

Notwithstanding the foregoing, Landlord consent is not required for the transfer of any Non-Controlling Interest in the Tenant (regardless of whether payment in full of all equity contributions has been made to Tenant) provided that the Tenant: (i) provides the Landlord with prior written notice of such transfer and (ii) certifies to the Landlord that the new partner, member or stockholder, as appropriate, remains obligated to fund its equity contribution in accordance with the terms of the Landlord-approved organizational documents of the Tenant.

Landlord will not unreasonably withhold, delay or condition a request by Tenant for consent to an internal reorganization of the corporate, company or partnership structure of Tenant or any members of Tenant, including the exercise by a member of its right to remove the managing member and to designate a substitute managing member of tenant under the terms of Tenant's Operating Agreement.

Notwithstanding the foregoing, the Landlord agrees that no prior approval is required for (i) the exercise by the Investor or its affiliates of their rights to remove the managing member and to designate the Investor Member as the substitute managing member of Tenant under the terms of the Tenant's Operating Agreement, provided that the Landlord is given prior written notice of the default under the Operating Agreement and of the exercise of the removal and appointment right therein (the "Notice").

The Landlord's consent is not required for the pledge by the managing member of the Tenant to the Investor Member and Approved Mortgage Lenders (as defined in the Regulatory and Operating Agreement), and their successors and assigns, of the managing member's interest in the Tenant, as security for the performance of all of the managing member's obligations under the Operating Agreement and the approved mortgage loan (as and if applicable).

ARTICLE 13- LEASEHOLD FINANCING AND TAX CREDIT INVESTOR

Section 13.1 Right to Mortgage. On even date herewith, Tenant has granted one or more mortgages of its interest in the Lease to lenders (each, a "Leasehold Mortgagee") and, in connection therewith, has collaterally assigned this Lease to such lenders. Future mortgages of the Premises shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. In no event shall Landlord ever be required to execute any such mortgage or any note secured thereby or any other obligation securing any such note, or to subordinate Landlord's fee interest in the Demised Premises or any portion thereof to the lien of any such mortgage. The Leasehold Mortgagee(s) as of the date hereof are listed on Exhibit D attached hereto and incorporated herein by this reference (each, a "Leasehold Mortgagee"). Landlord hereby consents to the Assignments of Leases and Rents to such Leasehold Mortgagees.

Section 13.2 Consent Required for Termination and Amendments.

(a) No cancellation, termination, surrender or modification of this Lease by agreement between Landlord and Tenant, shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) The right of the Tenant to treat this Lease as terminated in the event of the Landlord's bankruptcy under Section 365(h)(A)(i) of Chapter 11 of the U.S. Bankruptcy Code or any successor statute may not be exercised by the Tenant without the expressed prior written consent of the Leasehold Mortgagee.

Section 13.3 Default Notice. Landlord, upon providing Tenant with any notice of default under this Lease shall at the same time provide a copy of such notice to every Leasehold Mortgagee of whom it has knowledge pursuant to notice from Tenant or pursuant to Exhibit D. From and after the date on which such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall, have the same cure period as Tenant plus an additional sixty (60) days, and shall have the option (but not the obligation) to remedy any default or cause the same to be remedied, as is given Tenant. Landlord shall accept such payment or performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes any and each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose. Further, as to any non-monetary default, Leasehold Mortgagee shall have one hundred eighty (180) days after receipt of such written notice from Landlord, and a reasonable time after the expiration of said one hundred eighty (180) days if it shall have commenced foreclosure or other appropriate proceeding in the nature thereof within said one hundred eighty (180) day period and is diligently prosecuting the same, within which to endeavor to cure such default; and notwithstanding any other provision of this Lease, all rights of Landlord to terminate this Lease upon the default by Tenant are and shall continue to be at all times while Tenant is indebted to Leasehold Mortgagee, subject to and conditioned upon Landlord's first having given Leasehold Mortgagee written notice of such default and Leasehold Mortgagee's failure to cure such default within the time and upon the conditions stated above after receiving such written notice of default.

Section 13.4 Notice to Leasehold Mortgagee. Notwithstanding anything to the contrary contained herein, if any default or failure to provide required insurance shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease except in accordance with the provisions of Section 18.3 hereof and Section 13.3.

Section 13.5 Assumption of Tenant's Obligations. For purposes of this Article 13, the making of a leasehold mortgage to a Leasehold Mortgagee shall not be deemed to constitute a Transfer of this Lease or Tenant's interest created hereby, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of Tenant's interests under this Lease so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but a Leasehold Mortgagee may become the holder of Tenant's leasehold estate and fee ownership of

the Improvements and succeed to Tenant's interest in this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, and any purchaser at any sale of Tenant's interest under this Lease in any proceeding for the foreclosure of any mortgage or the assignee or transferee of Tenant's interest in this Lease under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage shall be deemed to be an assignee or transferee approved by Landlord and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder, but only for so long as such purchaser or assignee is the owner of Tenant's interest in this Lease and Tenant's fee ownership interest in the Improvements.

Section 13.6 Non-curable Defaults. Nothing in this Article 13 shall require any Leasehold Mortgagee or its designee as a condition to the exercise of rights provided under this Article 13 to cure any default of Tenant not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee. The foregoing shall not be deemed to excuse a Leasehold Mortgagee from performing covenants relating to the condition of the Premises or other similar matters requiring access to and/or control of the Premises from and after such time as such Leasehold Mortgagee acquires Tenant's interest in this Lease and the Improvements by foreclosure or otherwise.

Section 13.7 No Merger. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagee(s) shall otherwise expressly consent in writing, the fee title to the Demised Premises and the leasehold estate of Tenant therein shall not merge by operation of law but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by any single owner, other than by termination of this Lease by Landlord in compliance with the provisions of this Article 13.

Section 13.8 Landlord's Fee to Remain Unsubordinated. Landlord and Tenant expressly acknowledge and agree that Landlord shall have no obligation under this Lease or otherwise to subordinate the fee title of Landlord in the Demised Premises or any rights of Landlord in this Lease to the leasehold estate of Tenant created by this Lease or to join any such mortgage or encumbrance or otherwise in any manner that would subordinate the fee title of Landlord in and to the Demised Premises or the interest of Landlord under this Lease.

Section 13.9 Sale, Mortgage or Conveyance of Demised Premises. In the event of any sale, mortgage or conveyance of the fee interest in the Demised Premises by Landlord during the Term hereof, any such sale or conveyance of all or any part of the fee interest in the Demised Premises shall be subject to this Lease and all of the provisions hereof.

Section 13.10 Notice to Tax Credit Investor. So long as any Tax Credit Investor is an Investor Member of Tenant, Landlord agrees, simultaneously with the giving of each notice hereunder, to give a duplicate copy thereof to such Tax Credit Investor; provided that a failure on the part of Landlord to give such notice to such Tax Credit Investor at its address set forth in Section 19.10 hereof, shall not affect the validity and effectiveness of the notice to the Tenant. Each Tax Credit Investor will have the same cure period as Tenant, plus thirty (30) days after the giving of the notice aforesaid to such Tax Credit Investor for remedying the default or causing the same to be remedied as is given Tenant after notice to such Tax Credit Investor plus an

additional 30 days, and Landlord agrees to accept such performance on the part of such Tax Credit Investor as though the same had been done or performed by Tenant.

Section 13.11 Tax Credit Investor's Opportunity to Replace Tenant's Managing Member. Landlord agrees that it will take no action to effect a termination of this Lease by reason of any Event of Default without first giving to each Tax Credit Investor named in Section 19.10 hereof or who has provided Landlord with written notice of such Tax Credit Investor's name and address, reasonable time, not to exceed sixty (60) days to replace Tenant's managing member and cause the new managing member to cure such default, provided, that (a) as a condition of such forbearance, the Landlord receives notice of the substitution of a new managing member of the Tenant within thirty (30) days following notice to the Tax Credit Investor, (b) the Tenant, following such substitution of managing member, shall thereupon proceed with due diligence to cure such Event of Default, and (c) if the Event of Default relates to the completion of construction of the Demised Premises or any part thereof or occupancy thereof, then the extended cure period shall be limited to the period, if any, prior to the date by which the Improvements or parts thereof must be placed in service in order to preserve LIHTCs for the Premises.

Section 13.12 Leasehold Mortgagee's Right to New Lease. In the event of the termination of this Lease prior to this Lease's expiration date (except pursuant to Article 17 hereof) or the occurrence of an uncurable Event of Default, Landlord agrees, provided the Event of Default has been cured by the entitled party pursuant to Sections 13.3 or 13.10 above, or Section 13.6 applies, that it will enter into a new lease of the Demised Premises with the curing Leasehold Mortgagee or Tax Credit Investor, as applicable, for a period equal to the remainder of the Term, effective as of the date of such termination, at the Base Rent and Additional Rent and upon the covenants, agreements, terms, provisions and limitations herein contained; provided, however, such Leasehold Mortgagee or Tax Credit Investor (a) makes written request upon Landlord for such new lease within sixty (60) days from the date of notice of such termination, and (b) pays or causes to be paid to Landlord at the time of the execution and delivery of such new lease any and all sums which at the time of the execution and delivery thereof be due under this Lease but for such termination, and pays or causes to be paid any and all expenses including reasonable counsel fees, court costs and costs and disbursements incurred by Landlord in connection with any such termination and in connection with the execution and delivery of such new lease. If Landlord receives more than one written request for a new lease in accordance with the provisions of this Section 13.12, then such new lease shall be entered pursuant to the request of the first lien leasehold mortgagee, and the rights hereunder of any leasehold mortgagee whose permitted mortgage is subordinate to the first lienholder's permitted mortgage shall be subordinated in order of their respective recorded priority.

Any new lease made pursuant to this Section 13.12 shall be and remain an encumbrance on the fee title to the Demised Premises having the same priority thereon as this Lease, and shall without implied limitation be and remain prior to any mortgage or any lien, charge or encumbrance of the fee of the Demised Premises created by Landlord.

Section 13.13 No Personal Liability. No Leasehold Mortgagee, any successor or assignee thereof, or any purchaser at any sale of Tenant's interest under this Lease in any

foreclosure proceeding shall ever have any liability under this Lease before it acquires record title to the Tenant's interest in the Lease and only so long as it holds record title.

ARTICLE 14- MAINTENANCE AND REPAIR

Section 14.1 Tenant's Obligations. Tenant shall, at its sole cost and expense (but nevertheless as a portion of Operating Expenses), maintain the Improvements, reasonable wear and tear excepted, and make repairs, restorations, and replacements to the Improvements, including without limitation, the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, structural, roof, walls, and foundations, and the fixtures and appurtenances to the Improvements as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class, as elected by Tenant, either equal to the original work or installations, or otherwise consistent with the standard then applicable to residential apartment projects within the geographical area of the Improvements at such time, but in no event of less quality or class than the original work or installations. [Except as set forth in Section 3.4, Tenant shall have no responsibility for the operating expenses of the Reserved Area.]

ARTICLE 15- ALTERATIONS

Section 15.1 Non-Structural Alterations. Except for the construction of the Improvements as currently planned, and subject to Section 3.5 hereof, Tenant may make any non-structural alterations, additions, or improvements to the Improvements, without Landlord's consent.

Section 15.2 Structural Alterations. Tenant shall obtain the prior written consent of Landlord, which Landlord consent shall not be unreasonably withheld or delayed, for any structural alterations, additions or improvements to the Improvements having a cost in excess of [$100,000] (such consent shall not be unreasonably withheld so long as, in the judgment of Landlord, such alterations, additions or improvements will not violate Public Housing Requirements or this Lease), unless carried out in accordance with the Plans and Specifications.

Section 15.3 No Liens. Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of Landlord in the Demised Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. Any lien that is not released or bonded over within ninety (90) days after the filing thereof shall constitute an Event of Default under Section 18.2. Landlord shall have the right to remove any and all such liens against the Premises, and to defend any action against the same, and Tenant shall reimburse Landlord for the

cost of such removal, the costs of defending the same, including, but not limited to, attorneys fees in connection therewith.

ARTICLE 16- SURRENDER

Section 16.1 Expiration of Term. At the end of the term of this Lease (whether upon the expiration or other termination), Tenant shall surrender the Demised Premises, together with the Improvements in their then "as-is" condition, provided that Tenant has maintained the Demised Premises, (including without limitation any required casualty/condemnation restoration) pursuant to the terms of this Lease. At Landlord's option, Tenant shall execute a deed and a bill of sale for the Improvements at the time of such surrender.

ARTICLE 17- CASUALTY: CONDEMNATION

Section 17.1 Restoration , Casualty, or Condemnation. If any act or occurrence of any kind or nature (including any taking by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi public purpose (collectively, "Condemnation"), or the Improvements are damaged or destroyed by fire, earthquake, flood, act of God or other casualty (collectively "Casualty") shall result in damage to or loss or destruction of the Improvements, in whole or in part, and without diminution of any obligation of the Tenant in respect thereof under the approved Leasehold Mortgages, the Tenant, to the extent that insurance proceeds or condemnation proceeds and other funds, if any, made available (including, without limitation, by further advance pursuant to the approved Leasehold Mortgages) permit, shall promptly cause the restoration, reconstruction, and/or repair of the Improvements as nearly as possible to its value, condition and character immediately prior to such taking or casualty. Leasehold Mortgagee shall have the right to participate in adjustment of losses as to Casualty insurance proceeds and all insurance proceeds shall be delivered to Leasehold Mortgagee to be applied as provided in the Leasehold Mortgage loan documents. In the event of a Condemnation, the amount to which Tenant is entitled shall be no less than total amount of the Award reduced by the value of the land and Landlord's reversionary interest in the Improvements and Tenant's portion shall be delivered to Leasehold Mortgagee to be applied as provided in the Leasehold Mortgage loan documents. Landlord's portion shall be limited to the value of the land and its reversionary interest in the Improvements. Leasehold Mortgagee shall have the right to supervise and control the receipt and disbursement of Condemnation awards, and the right to participate in any Condemnation proceedings and settlement discussions.

Landlord shall have no right to terminate this Lease as a result of any Condemnation or Casualty without the approval of the Leasehold Mortgagee.

ARTICLE 18- DEFAULT; REMEDIES

Section 18.1 Landlord's Right to Perform.

(a) Landlord's Option. If Tenant fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease

within the time permitted for its performance, then Landlord, after thirty (30) days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount or perform such obligation.

(b) Additional Rent. All amounts so paid by Landlord and all reasonable out-of-pocket costs and expenses including legal fees and the costs of Landlord to enforce its rights hereunder, incurred by Landlord in connection with the performance of any such obligations shall be payable by Tenant to Landlord within thirty (30) days after demand therefore and shall constitute "Additional Rent" with interest thereon at the rate of twelve percent (12%) per annum from the date of Landlord's having made each such payment or incurred each such cost or expense, and shall be payable by Tenant to Landlord. Landlord shall provide Tenant with invoices and other reasonable evidence of the amounts paid or incurred by Landlord in connection with its exercise of its rights pursuant to this Article.

Section 18.2 Events of Default. At the option of Landlord, the occurrence of any of the following events shall constitute an Event of Default by Tenant

(a) Tenant defaults in the due and punctual payment of any Additional Rent, and such default continues for thirty (30) days after written notice from Landlord;

(b) Tenant vacates or abandons the Demised Premises for a period of more than thirty (30) consecutive days;

(c) This Lease or the Demised Premises or any part of the Demised Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged or bonded within thirty (30) days after its levy;

(d) Tenant makes any assignment in violation of this Lease which is not cured within thirty (30) days after notice thereof to Tenant;

(e) Subject to Section 18.4 with respect to any Regulatory Default (as defined herein), the failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant other than those described in Sections 18.2(a) through 18.1(e) above, if such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within such thirty (30) day period, no default shall be deemed to exist if Tenant commences the curing of the default promptly within such thirty (30) day period and thereafter diligently prosecutes the same to completion. The thirty (30) day notice described herein shall be

in lieu of and not in addition to, any notice required under law now or hereafter in effect requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding. Notwithstanding the foregoing, a notice of intent to cancel insurance coverage by an insurer shall be an Event of Default for which there shall be a fifteen (15) day cure period.

(f) Tenant has filed against it a petition for bankruptcy, insolvency or similar action pursuant to state or federal law, and such petition shall not have been vacated within ninety (90) calendar days after filing; or is adjudicated bankrupt or insolvent, under any present or future statute, law, regulation, either state or federal, and such judgment or decree is not vacated or set aside within ninety (90) calendar days after such determination.

(g) Tenant makes an assignment for the benefit of creditors, or shall submit in writing its inability to pay its debts generally as they become due.

(h) Any attachment, execution or lien, other than a mortgage preapproved by Landlord, whether voluntary or involuntary, including mechanics liens, is filed against the Leased Premises and is not discharged or dissolved by a bond within ninety (90) calendar days.

(i) Tenant files a voluntary petition for bankruptcy, insolvency or similar action pursuant to state or federal law; or Tenant consents to, or acquiesces in, the appointment of a receiver, liquidator, or trustee of itself or of the whole or any substantial part of its properties or assets or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver, liquidator or trustee of Tenant, or of the whole or any substantial part of the property or assets of Tenant, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for ninety (90) calendar days;

(j) Tenant fails to comply with the insurance requirements under Article 9.

Section 18.3 Landlord's Right To Terminate Upon Tenant Default. Subject to Leasehold Mortgagee's rights under Article 13 (including the right to notice and cure), in the event of any Event of Default by Tenant exists as provided in Section 18.2 above, Landlord shall have the right without further notice or demand to Tenant except as provided in Section 18.2 (Tenant hereby irrevocably waiving all notices and demands except as provided in Section 18.2, statutory or otherwise), to terminate this Lease and Tenant's right to possession of the Demised Premises without terminating Tenant's liabilities under this Lease, in which event ownership of all of the Improvements shall immediately vest in Landlord and Landlord shall be entitled to receive from Tenant such amounts as may be permitted from time to time by applicable law. Notwithstanding anything herein to the contrary, if an Event of Default occurs under this Lease as a result of a bankruptcy filing by or against Tenant, the Landlord hereby agrees to terminate

the Tenant's interest in this Lease and the Demised Premises while maintaining the existence of the Lease itself with the applicable Leasehold Mortgagee (at its option) acting as tenant.

Section 18.4 Regulatory Default. Notwithstanding anything herein to the contrary, the following shall apply to any failure by Tenant to observe or perform any provision of this Lease which would constitute an Event of Default under Article 10 hereof if not cured within the time period specified therein:

(a) Upon a determination by Landlord that Tenant has materially breached or defaulted on any obligation under Article 10 hereof or has failed to comply with the terms of the Loan Documents (a "Regulatory Default"), Landlord shall notify Tenant of (i) the nature of the Regulatory Default, (ii) the actions required to be taken by Tenant in order to cure the Regulatory Default, and (iii) the time (a minimum of thirty (30) days or such additional time period as may be reasonable under the circumstances but in no event more than ninety (90) days), within which Tenant shall respond with reasonable evidence to Landlord that all such required actions have been taken. During any period in which a Leasehold Mortgage is in place, Landlord shall give any and all Leasehold Mortgagee(s) of which Landlord has received notice from Tenant a duplicate copy of any notice described in this subsection in accordance with the provisions of Section 19.10 hereof, and Landlord shall grant to any and all such Leasehold Mortgagee(s) the right to cure the Regulatory Default in accordance with the provisions hereof.

(b) If Tenant, the Management Agent (if applicable), or the Leasehold Mortgagee (if applicable) shall have failed to respond or take the appropriate corrective action with respect to a Regulatory Default to the reasonable satisfaction of Landlord within the applicable time period, then Landlord shall have the right to seek appropriate equitable remedies (such as specific performance, injunctive relief, or the appointment of a receiver to take over and operate the Property from any court having jurisdiction), in order to cause the Demised Premises to once again be in compliance with Article 10 and Section 18.4.

(c) In addition to and not in limitation of the foregoing, if Landlord shall determine that a Regulatory Default shall have occurred by reason of a default by Management Agent, and that Tenant (or, as applicable, the Management Agent) and the Leasehold Mortgagee(s) have failed to respond or take corrective action to the reasonable satisfaction of Landlord within the applicable cure period, then Landlord may require Tenant to, and Tenant shall promptly, take such actions as are necessary in order to terminate the appointment of Management Agent pursuant to the terms of its management agreement and to appoint a successor Management Agent of the Demised Premises, subject to any requirements of any Leasehold Mortgagee(s) and the Tax Credit Investor.

(d) The provisions of this Section 18.4 shall constitute the exclusive remedy of Landlord hereunder in the event of any such Regulatory Default (provided that such Regulatory Default, other than a default under Article 10 of this Lease, does not otherwise constitute a default under this Lease (i.e. Tenant's failure to maintain insurance would otherwise constitute a default hereunder), and provided further that nothing herein shall impair or waive Landlord's rights under separate agreements between the parties). Accordingly, notwithstanding any provision to the contrary contained in this Agreement, the rights and remedies of Landlord by reason of the occurrence of any such Regulatory Default, shall be limited to those expressly set forth in this Section 18.4.

. If the Landlord or Tenant fails to perform one or more of its obligations pursuant to this Agreement, then that party's performance of that term, covenant or act is excused for the period of the delay and the party delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay, if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment. The party invoking this clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("Force Majeure Event"). This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Force Majeure Event, and takes all reasonable steps to minimize damages and resume performance.

Section 18.6 Intentionally Omitted.

ARTICLE 19- MISCELLANEOUS

Section 19.1 No Brokers. Landlord and Tenant represent and warrant to each to the other that neither has dealt with any broker or finder with regard to the Demised Premises or this Lease. Landlord and Tenant will each indemnify, defend and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Lease. This indemnification shall survive termination of this Lease.

Section 19.2 Recordation. Landlord and Tenant shall record a Memorandum of this Lease in the Bureau of Conveyances of the State of Hawaii. At the expiration of the Term, Landlord and Tenant shall execute a quit claim termination of Tenant's interest in this Lease.

Section 19.3 Transfer of Landlord's Interest. Landlord shall not voluntarily transfer all or any portion of its interest in Landlord's Estate if the same would cause a violation or breach of any legal requirement or any agreement or contract to which Landlord is a party by which Landlord is bound.

Section 19.4 No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Demised Premises or any part of the Demised Premises are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

Section 19.5 Joint and Several Liability. If Tenant or Landlord is composed of more than one signatory to this Lease, each party will be jointly and severally liable with each other party for payment and performance according to this Lease.

Section 19.6 Captions, Exhibits, Gender, Etc. The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 19.7 Entire Agreement. This Lease, including all attached exhibits, contains the entire agreement between Landlord and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease. In the event of any inconsistency between this Lease and the documents executed in connection with any Leasehold Mortgage with Landlord acting as the Leasehold Mortgagee, this Lease shall control.

Section ___ Amendment. This Lease may be amended only by a written instrument executed by Landlord and Tenant (subject to the rights of any Leasehold Mortgagee, and/or the Tax Credit Investor, as applicable), the approval of which both Landlord and Tenant mutually agree not to unreasonably withhold, delay or condition.

Section 19.8 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected and shall continue in full force and effect; and in lieu of each provision found to be illegal, invalid, or unenforceable, there will be added to this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible.

Section 19.9 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery service such as Federal Express, or (iv) transmitted by facsimile or electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

If to Tenant:

A) For Overnight Deliveries:

[Name Of Entity]
2 Cooper Street, 14th Floor
Camden, NJ 08102
Attention: John J. O'Donnell

B) For Reg/Certified Mail:

[Name Of Entity]
2 Cooper Street
PO Box 90708
Camden, NJ 08101
Attention: John J. O'Donnell

With copies to:

Levine, Staller, Sklar, Chan & Brown, P.A.
3030 Atlantic Avenue
Atlantic City, New Jersey 08401
Attn: Arthur M. Brown, Esq.

If to Landlord:

Hawaii Public Housing Authority

1002 N. School St.
P.O. Box 17907
Honolulu, Hawai'i 96817
Attn: Executive Director
Fax: (808) 832-4679

With copies to: Reno & Cavanaugh, PLLC
455 Massachusetts Avenue, NW
Suite 400
Washington, DC 20001
Attn: Megan Glasheen
Fax: (202) 783-0550

And: Department of the Attorney
General, State of Hawai`i
425 Queen Street
Honolulu, Hawai`i 96813
Attn: Deputy Attorney General

If to Investor Member:

With a copy to:
With a copy to:
If to Leasehold Mortgagee: As listed in Exhibit D

A party may change its address by giving written notice to the other party as specified herein. Set forth in Exhibit D attached hereto are notice addresses for the Leasehold Mortgagee(s) and the Investor Member, as of the date hereof.

Section 19.10 Litigation Fees. Tenant shall be liable for the reasonable and actual legal expenses of Landlord in connection with any collection of Additional Rent or other impositions owed under this Lease, the remedying of any default under this Lease, or any termination of this Lease where such collection, remedying or termination results from an Event of Default. Payment of any litigation cost or expense shall be determined by applicable state and federal law and may be subject to HUD approval. Settlement of any such litigation may be subject to HUD's approval.

Section 19.11 Waiver of Jury Trial. Landlord and Tenant may waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on all matters arising out of this Lease.

Section 19.12 Governing Law and Venue. This Lease will be governed by and construed in accordance with the internal laws of the State of Hawaii, without regard to principles of conflicts of laws.

Section 19.13 Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of; and will be binding upon, Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

Section 19.14 Cumulative Rights. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 19.15 Relationship of Parties. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a principal agent relationship exist between them. Nothing contained in any agreement or contract between the parties hereto, nor any act of HUD, Landlord or Tenant will be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture or any association or relationship involving HUD.

Section 19.16 Non-Merger. Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Demised Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (x) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Improvements), and (y) the fee estate in the Demised Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord, having an interest in (1) this Lease or Tenant's estate created hereunder, and (2) the fee estate in the Demised Premises or any part thereof; shall join in a written instrument effecting such merger and shall duly record the same.

Section 19.17 Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 19.18 Limited Liability. Tenant shall look solely to Landlord's interest in the Demised Premises for the satisfaction of any claims against Landlord or its employees, agents, or assigns for the satisfaction of any claims arising pursuant to the Lease. Neither Tenant nor any of its members, nor any other party, shall have any personal liability for payment of any obligations hereunder.

Section 19.19 Cooperation. Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Demised Premises. From time to time, Tenant may request modifications to the Lease to satisfy the requirements of financing sources, which financing sources include without limitation, private lenders, equity sources, and government agencies. Landlord will use all reasonable efforts to accommodate the requests of such financing sources and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to the

Lease which would violate or contravene any applicable laws or any contract or agreement to which Landlord is a party or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, but not more frequently than once a year, enter into an amended and restated lease combining into one document the entire Lease and all amendments and modifications theretofore entered into.

Section 19.20 Estoppel Certificate. Each party agrees from time to time, upon no less that twenty (20) days' prior notice from the other or upon request from any Leasehold Mortgagee or any permitted assignee, to execute, acknowledge and deliver to the other or to such Leasehold Mortgagee or assignee a statement certifying to its knowledge that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same; and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim. Any such statement delivered pursuant to this Section 19.20 may be relied upon by any prospective purchaser or holder of a mortgage of the leasehold interest hereunder from Tenant or any prospective assignee of any such holder of a Leasehold Mortgage.

Section 19.21 Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship of third party beneficiary, it being understood and agreed that no provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 19.22

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease as of the effective date of the Lease set forth above.

LANDLORD:
HAWAII PUBLIC HOUSING AUTHORITY

By:_____
Hakim Ouansafi, Executive Director

TENANT:

By:_____

Approved as to form:_____

STATE OF HAWAII)

) ss.

CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, ____, before me appeared _____, to me personally known, who, being by me duly sworn or affirmed did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

NOTARY CERTIFICATION: The foregoing instrument is identified or described as the Ground Lease is dated _____, and contained ___ pages at the time of this acknowledgment/certification in the First Circuit of the State of Hawaii.

_____

Name: _____

Notary Public, State of Hawaii

My commission expires: _____

STATE OF HAWAII)

) ss.

CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, before me appeared _____, to me personally known, who, being by me duly sworn or affirmed did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

NOTARY CERTIFICATION: The foregoing instrument is identified or described as the Ground Lease is dated _____, and contained ___ pages at the time of this acknowledgment/certification in the First Circuit of the State of Hawaii.

_____

Name: _____

Notary Public, State of Hawaii

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF DEMISED PREMISES

EXHIBIT A-1
[LEGAL DESCRIPTION OF RESERVED AREA]

EXHIBIT B

INSURANCE REQUIREMENTS

A. The Tenant will provide Comprehensive General Liability, Comprehensive Automobile Liability, Employers Liability and Errors and Omissions Liability coverage to protect itself and the Landlord. The State of Hawaii, the Landlord, its employees and representatives must be included as an additional insured on all policies. The policies will provide limits of coverage acceptable to the Landlord and will be provided by highly rated insurance companies acceptable to the Landlord.

Prior to the execution of the Lease, the Tenant shall furnish to the Landlord certificate(s) of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified. This insurance must be maintained throughout the entire Term.

i. Workers' Compensation

The Tenant shall carry Workers' Compensation insurance in such form and amount to satisfy, the applicable the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii.

ii. Fidelity Bond

The Tenant shall obtain and maintain, at its sole expense during the term of this Contract, a fidelity bond at a minimum of $500,000.00, or the minimum amount required by the applicable program, which shall cover all officers, employees, and agents of the Tenant and which shall protect the Tenant against loss by reason of, including but not limited to, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, wherever committed and whether committed directly or with others. The Tenant shall furnish, at no cost or expense to the Landlord, a certificate of such coverage, within thirty days from the award of the Contract.

iii. Errors and Omissions

The Tenant shall cause the Management Agent to obtain and maintain errors and omissions professional liability coverage at its own expense at a minimum of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate.

iv. Liability Insurance

The Tenant shall maintain the following minimum insurance limits and coverage:

Coverages	Limits
Commercial General Liability	$2,000,000 single limits per occurrence for bodily injury and personal property damage
Personal Injury Liability	$1,000,000.00 single limits per occurrence. $2,000,000.00 for general aggregate
Automobile Insurance	Bodily injury liability limits of $1,000,000.00 each person and $1,000,000.00 per accident and property damage liability limits of $1,000,000.00 per accident OR $2,000,000.00 combined single limit
Workers' Compensation as required by laws of the State of Hawaii	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Tenant and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all its employees

EXHIBIT C

CERTAIN DEFINITIONS

"Environmental Laws" means any applicable present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("OSHA"), and Chapter 343 of the Hawaii Revised Statutes, as each is from time to time amended and hereafter in effect

"Hazardous Materials" means:

(a) "hazardous substances" as defined by CERCLA;

(b) "hazardous wastes," as defined by RCRA;

(c) any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use~ exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

(d) petroleum crude oil or fraction thereof;

(e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof;

(f) asbestos-containing materials in any form or condition; or

(g) polychlorinated biphenyls in any form or condition.

EXHIBIT D

NOTICE ADDRESSES LEASEHOLD MORTGAGEES

1. Hawaii Housing Finance and Development Corporation
677 Queen Street
Suite 300
Honolulu, Hawaii 96813
Attn: Executive Director
Phone: (808) 587-0600
Fax: (808) 587-0600

3. Landlord
Notice address as set forth in Section 19.10

EXHIBIT E

ENVIRONMENTAL REPORTS

EXHIBIT F

PERMITTED ENCUMBRANCES

Permitted Encumbrances shall be as set forth in Schedule B to the Title Guaranty of Hawaii, Inc. Lender's Title Policy in the amount of $_____, File No. FC_____, as issued by First American Title Insurance Company.

EXHIBIT G

RESERVED

EXHIBIT H

RESERVED

EXHIBIT I

RESIDENT AND LOCAL HIRING PLAN

Mayor Wright Homes – Section 3 Resident and Local Hiring Plan

Purpose

This Section 3 plan establishes goals and strategies to ensure that HPHA partners, recipients and contractors will achieve a reasonable level of success in the recruitment, employment and retention of Section 3 workers and businesses by the contractors working on contracts sponsored with HUD funds.

---

1. **Resident Hiring (HUD Section 3 Compliance)**

Target Goals:

- Utilize best efforts to provide at least 25% of the total labor hours worked on the project shall be performed by Section 3 workers; and

- Utilize best efforts to provide at least 5% of the total labor hours shall be performed by Targeted Section 3 workers (as defined in 24 CFR Part 75 and the HPHA Policy)

Prioritization of Effort

Contractors shall make best efforts to direct employment and training opportunities to the following groups, in order of priority:

1. Residents of **Mayor Wright Homes** (the project site);

2. Residents of other **HPHA public housing developments** and **Section 8-assisted housing**;

3. Participants in **YouthBuild programs**;

4. **Low- and very low-income residents** within a one-mile radius of the development site.

5. **Low- and very low-income residents** of the City and County of Honolulu.

Strategies:

- Coordinate with HPHA's Section 3 Coordinator to certify and track eligible workers.

- Work with HPHA, resident councils, and community-based organizations to identify qualified candidates.
- Prioritize resident hiring for **entry-level construction, maintenance, landscaping, and administrative** roles.

- Partner with **apprenticeship programs, trade unions, and workforce development agencies** to provide training and certifications.

- Utilize the **HUD Section 3 Opportunity Portal** and maintain a **Section 3 Resident Registry** for tracking, reporting, and outreach.

- Require contractors and subcontractors to certify their **"prioritization of effort"** before, during, and after work to maintain **safe-harbor compliance**.

---

2. **Training & Workforce Development**

- Partner with **local trade schools, community colleges, and pre-apprenticeship programs** to provide training in construction, green building practices, and property management. (General Contractor)

- Offer **internships and on-the-job training** for youth and residents interested in long-term career pathways. (General Contractor)

- Incorporate **sustainability and/or LEED-focused training** to build local capacity in green construction practices when feasible.

- Provide documentation of training activities and certifications in monthly reports to the HPHA Section 3 Coordinator.

---

3. **Reporting & Oversight**

- The **Developer, General Contractor, and all subcontractors** shall submit an **monthly Section 3 Report** with each construction draw in the form prescribed by HPHA.

- Reports shall include:

    - Total labor hours worked by Section 3 and Targeted Section 3 workers;

    - Number of training slots provided; and

    - Contract awards to Section 3.

- A **final cumulative Section 3** report shall be submitted at project completion.

- HPHA reserves the right to audit records and to impose corrective actions or sanctions for non-compliance per 24 CFR Part 75 and HPHA Policy.

---

4. **Coordination and Compliance**

- Developer shall designate a **Section 3 Compliance Liaison** to coordinate with the HPHA Section 3 Coordinator.

- All contractors and subcontractors shall sign acknowledgment of the HPHA Section 3 Policy at the pre-construction conference.

- Developer shall ensure that all covered contracts include language requiring compliance with Section 3.

Conclusion

Through targeted hiring, training, and contracting, the Mayor Wright Homes Redevelopment Project will advance HUD Section 3 requirements and create meaningful economic opportunities for residents. The project will make best efforts to meet HPHA's safe-harbor benchmarks—25% of labor hours for Section 3 workers and 5% for Targeted Section 3 workers—while ensuring that the redevelopment delivers lasting benefits to the community and local economy. This plan may be amended as necessary to remain consistent with, and compliant to, any future revisions or policies adopted by the Hawaii Public Housing Authority (HPHA) regarding Section 3 requirements.

EXHIBIT J

RESERVED

EXHIBIT K

SUSTAINABILITY PLAN

[See attached]

SUSTAINABILITY PLAN

This Sustainability Plan outlines the strategy to achieve LEED v4 BD+C Silver equivalency for the Mayor Wright Homes Phase 1 redevelopment. The plan is structured to guide design, construction, and operations toward environmentally responsible, resource-efficient, and occupant-focused outcomes. With the project currently scoring 47 points, targeted actions described below will enable the team to secure a minimum of 50 points, meeting the LEED Silver threshold.

I. Project Vision and Objectives

The Mayor Wright Homes redevelopment will transform a historic public housing community into a mixed-use, mixed-income, transit-oriented development centered on sustainability, resilience, and equity. The sustainability framework aligns with LEED v4 for Building Design and Construction (BD+C) and focuses on the following objectives:

• Minimize environmental footprint and greenhouse gas emissions.

• Enhance occupant health, comfort, and indoor environmental quality.

• Integrate resilient site and water management strategies.

• Promote sustainable mobility and clean transportation options.

• Support responsible materials sourcing and circular construction practices.

II. LEED Strategy and Point Pathway

The project's current LEED score is 47 points. Through targeted improvements in key categories—particularly Water Efficiency, Energy & Atmosphere, Materials & Resources, and Innovation—the project is expected to achieve a total of 50–59 points, meeting the Silver equivalency standard.

Category	Current Points	Potential Points	Target / Strategy
Location & Transportation	11	12	Add bicycle infrastructure (v4.1), expand EV readiness, improve transit connections.
Sustainable Sites	5	8	Enhance rainwater management and habitat restoration.
Water Efficiency	4	8	Reduce outdoor water use >50%, optimize indoor fixtures, integrate non-potable irrigation.
Energy & Atmosphere	8	17	Improve energy modeling, install on-site PV, participate in demand response, procure renewable power.
Materials & Resources	3	10	Increase EPD/HPD documentation, prioritize recycled/regional content, improve C&D diversion.

Indoor Environmental Quality	7	9	Enhance daylight, thermal comfort, IAQ strategies.
Innovation	6	6	Max Target Achieved
Regional Priority	2	4	Implement Outdoor water use reduction and renewable energy production

Current LEED Total: 47

Additional LEED Potential: 28

Expected LEED Range: 50-59

III. Potential LEED point strategies may include the following:

a. Rainwater Management (3 pts)
b. Outdoor water use reduction (1 pt.)
c. Indoor water use reduction (3 pts)
d. Advanced energy metering
e. Renewable energy production
f. Building Life-Cycle Impact Reduction
g. Building Product Disclosure and Optimization
h. Enhanced Air-Quality Strategies
i. Indoor Air-Quality Assessment

EXHIBIT L

ENVIRONMENTAL MEASURES

[See attached]

ENVIRONMENTAL MEASURES

Background

An Environmental Assessment pursuant to 24 CFR Part 58, for compliance with the National Environmental Protection Act (NEPA), was completed for the Mayor Wright Homes Redevelopment Project in 2020, and a Finding of No Significant Impact (FONSI) was declared by the Responsible Entity (RE), the Governor of Hawai‘i. In parallel with these assessments, an Environmental Impact Statement (EIS) pursuant to HRS Chapter 343 was prepared and published in 2019 and accepted by the RE in 2020.

I. The following table outlines the mitigation measures in the Final Environmental Impact Statement (FEIS) for the Mayor Wright Homes Redevelopment project. These measures and conditions will be incorporated into project contracts, development agreements, and other relevant documents.

Impact Area	Potential Impacts	Mitigation Measures
Climate and Micro-Climate	• Minor micro-climatic changes (temperature and wind) due to urban intensification. • Potential heat island effects from new hardscape and structures. • Wind and shadow impacts on adjacent properties and open spaces.	• Incorporate light-colored pavements and reflective building materials to reduce heat absorption. • Plant new street trees, rooftop gardens, and landscaped recreational decks to lower ambient temperatures. • Conduct detailed wind and shadow studies during design and adjust building massing/orientation accordingly. • Provide shading elements and landscape buffers to mitigate wind tunnel effects and minimize shadow impacts.
Geology and Topography	• Substantial grading and land disturbance during redevelopment. • Dust, noise, and debris affecting surrounding properties during construction.	• Implement Best Management Practices (BMPs) for grading, erosion control, and construction site management. • Maintain existing grades at property boundaries. • Control dust and debris on adjacent roadways per City & County of Honolulu ordinances. • Comply with all federal, state, and city regulations on grading, noise, and dust. • Post-construction, no further impacts anticipated.
Soils and Erosion	• Dust generation and water-borne soil erosion during construction. • Long-term erosion risk on unpaved surfaces.	• Submit and implement erosion control plans before grading permits are issued. • Employ BMPs and a watering program to minimize dust emissions. • Install permanent landscaping for long-term erosion control. • Implement rainwater catchment systems for stormwater management.

		• Obtain NPDES stormwater discharge permits for each development phase.
Water Quality and Hydrology	• Increased stormwater runoff during construction. • Potential for sediment and pollutant discharge into nearby drainage systems.	• Design and implement stormwater BMPs to capture and treat runoff. • Install sediment basins, silt fences, and filter socks during construction. • Incorporate low-impact development (LID) features like bioswales, permeable pavements, and green roofs. • Regularly inspect and maintain drainage infrastructure.
Air Quality	• Dust emissions from grading and construction. • Exhaust emissions from construction equipment and vehicles.	• Implement dust suppression measures, including water spraying and vehicle washing. • Cover soil stockpiles and transport trucks. • Use newer, low-emission equipment and minimize idling times. • Monitor ambient air quality during construction.
Noise and Vibration	• Elevated noise and vibration during construction. • Potential disturbance to residents and nearby sensitive receptors.	• Schedule construction activities during permitted hours. • Use noise-reducing equipment and install temporary sound barriers. • Notify nearby residents of high-noise activities in advance. • Monitor vibration levels near sensitive structures.
Traffic and Transportation	• Temporary traffic congestion due to construction vehicle movement. • Increased long-term traffic demand on adjacent roadways.	• Prepare and implement a Construction Traffic Management Plan (CTMP). • Schedule deliveries during off-peak hours and provide flaggers where needed. • Coordinate with the City for signal timing adjustments and intersection improvements. • Provide pedestrian-safe detours and signage.
Cultural and Archaeological Resources	• Potential disturbance of subsurface cultural materials during excavation. • Effects on cultural landscape and sense of place.	• Conduct archaeological inventory surveys and monitoring before and during ground disturbance. • If resources are encountered, halt work and follow SHPD protocols. • Integrate cultural interpretive elements into site design. • Engage with Native Hawaiian organizations and cultural practitioners throughout design.
Socioeconomics and Housing	• Temporary displacement of residents during redevelopment.	• Implement a comprehensive relocation assistance program. • Phase redevelopment to minimize

	• Potential gentrification pressures on surrounding neighborhoods.	displacement and allow residents to return. • Prioritize affordable housing production and maintain deeply affordable units. • Coordinate with social service agencies for support services.
Public Services and Utilities	• Increased demand on utilities (water, sewer, power). • Temporary service disruptions during construction.	• Upgrade utility infrastructure in coordination with agencies. • Implement service relocation plans to minimize outages. • Use energy- and water-efficient systems to reduce long-term demand.
Aesthetics and Urban Design	• Changes to visual character and skyline. • Shadowing of open spaces and adjacent properties.	• Use context-sensitive architecture and urban design to complement surroundings. • Incorporate public art, plazas, and open spaces to enhance visual quality. • Conduct view corridor and shadow analyses to guide design adjustments.

II. A Phase I ESA conducted by Weston in 2016 identified multiple Recognized Environmental Conditions (RECs) including petroleum hydrocarbons, pesticides and lead. A Phase II ESA was conducted by Weston in 2018, which determined that subsurface soils and groundwater were not impacted. Lead was found in surface soils around the buildings.

III. A comprehensive soils investigation plan shall be submitted and approved by the Hawai‘i Department of Health (DHOH) Hazard Evaluation and Emergency Response (HEER) Office prior to receiving a building permit and the start of construction. Following HDOH approval, a Supplemental Site Investigation will be conducted after the buildings have been demolished to determine through chemical analyses the presence of target analytes, including lead and termiticides, in the soil at the property at concentrations exceeding the promulgated action levels, and if present, to evaluate the extent of contamination.

IV. The proposed Supplemental Site Investigation Plan is summarized in the table below:

Area	**Concern**	**Investigation Plan / Key Actions**
Lead in Soil (Around Buildings)	Historic use of lead-based paint on building exteriors with surface soil contamination potential.	• Collect incremental soil samples at 35 buildings (0–6", 6–12", 12–18" bgs). • Focus on 'drip line' zones and conduct step-out sampling if >200 mg/kg. • Delineate horizontal and vertical extent for remediation planning.
AOC-1 – Former Auto Painting Facility	Potential petroleum hydrocarbons, VOCs, and lead	• Advance up to 50 borings (2–6 ft, 6–8 ft, 8–10 ft bgs). • Analyze for TPH-D/O, VOCs, lead;

	from historical auto painting operations.	compare to HDOH EALs. • Define contamination extent and assess potential worker exposure.
AOC-2 – Former Auto Storage (Center Site)	Possible petroleum releases from historical storage operations.	• Install up to 50 borings (2–4 ft, 4–7 ft, 7–10 ft bgs). • Analyze for TPH and VOCs; perform SVOC analysis if thresholds exceeded. • Characterize vertical migration and guide redevelopment planning.
AOC-3 – Former Auto Storage (North Boundary)	Detected petroleum contamination in shallow soils.	• Advance up to 50 borings (2–4 ft, 4–6 ft bgs). • Target TPH and VOCs; trigger additional analysis if needed. • Confirm contamination extent and remediation needs.
AOC-4 – Historical Ditch Feature	Potential petroleum accumulation from historical surface runoff.	• Install 50 borings (2–4 ft, 4 ft–refusal). • Analyze for TPH, VOCs, and lead; compare to EALs. • Assess contamination depth and potential migration pathways.
OC Termiticides (Post-Demolition)	Possible subsurface contamination from historical pesticide applications.	• Sample building footprints (0–6" and 6–12" bgs). • Analyze for chlordane, aldrin, DDT family, heptachlor, dieldrin. • Conduct deeper/perimeter sampling if initial results exceed EALs.
Quality Assurance & Reporting	Ensuring data accuracy, defensibility, and regulatory compliance.	• Follow strict QA/QC protocols: field triplicates, chain-of-custody, lab control samples. • Prepare separate reports for lead, data gap resolution, and termiticides. • Include analytical results, maps, and recommendations.

EXHIBIT M

RELOCATION PLAN

[See attached]

Mayor Wright Homes Relocation Plan



July 8 2025

Highridge Costa Development Company

Prepared by: Seneca Real Estate Services, Inc.

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Introduction

The following Relocation Plan (Plan) has been prepared for Highridge Costa Development Company (HCDC) in partnership with the Hawai'i Public Housing Authority (HPHA) for the redevelopment of Mayor Wright Homes site through a submission to the U.S. Department of Housing and Urban Development (HUD) for the approval of a Section 18 Demolition & Disposition application, the Hawai'i Housing Finance and Development Corporation (HHFDC) and their tax credit program and other funding agencies, as necessary.

Highridge Costa is among America's leading developers, asset managers, financiers, owners, and operators of affordable multifamily, workforce and senior apartment communities. The company has been involved in the development of over 30,000 affordable housing units in nearly 310 communities throughout the U.S. and Puerto Rico. Each community was developed using Low-income Housing Tax Credits. As one of the nation's most knowledgeable developers and asset managers in the highly specialized housing tax credit industry, the firm has extensive experience not only with federal Section 42 Low-income Housing Tax Credits under the 4% and 9% programs, but also with tax-exempt mortgage-backed revenue bonds and various other federal, state, and local housing finance programs and grants supporting affordable housing.

The Plan is prepared in conformance with the applicable provisions of Section 18 of the U.S. Housing Act of 1937, HUD 24 CFR Part 970, the Uniform Relocation Act (46 U.S.C. § 4600 et seq.), its implementing regulations (49 C.F.R. Part 24) and HUD Handbook 1378 (Guidelines) as well as State regulations and HPHA policies and procedures. The target property that is the subject of the Plan is Mayor Wright Homes, an urban, mixed-income and mixed-use community in the heart of Kalihi-Pālama neighborhood. This project, consisting of a 14.8-acre public housing site with 36 structures, including 363 public housing units and the HPHA administrative office, (Project) is being undertaken by HCDC in partnership with HPHA in which all structures will be demolished. The area will be rebuilt with new construction of 2,448 new residential units while replacing the public housing units one-for-one, and adding ground floor retail, community services, parks, and indoor and outdoor amenities. The new community will consist of nine mid to high-rise buildings and one low to mid-rise tower and will be constructed in four (4) phases beginning in 2026.

The statutory basis for this Plan arises from the anticipated need to displace the 335 households from their Project units for the duration of redevelopment over four phases. Phase 1 will impact 8 buildings on the northern portion of the property and require the demolition of approximately 76 units, some of which are presently unoccupied. It is anticipated that this demolition will begin in 3Q 2026, and each new building will take 24-30 months to complete. The Plan is presented in four sections:

Section I: General demographic data and Project description
Section II: Profile of tenants who may be affected

Section III: Description of available housing resources
Section IV: Description of the relocation assistance program

The Relocation Plan was prepared by Seneca Real Estate Services, Inc. (SRS) in order to meet the needs of the Mayor Wright Homes relocation efforts. SRS, Inc. is a national leader in building and preparing communities for the infrastructure enhancements needed to create ecosystems of excellence and sustainability.

I. Project Location and Description

A. Location

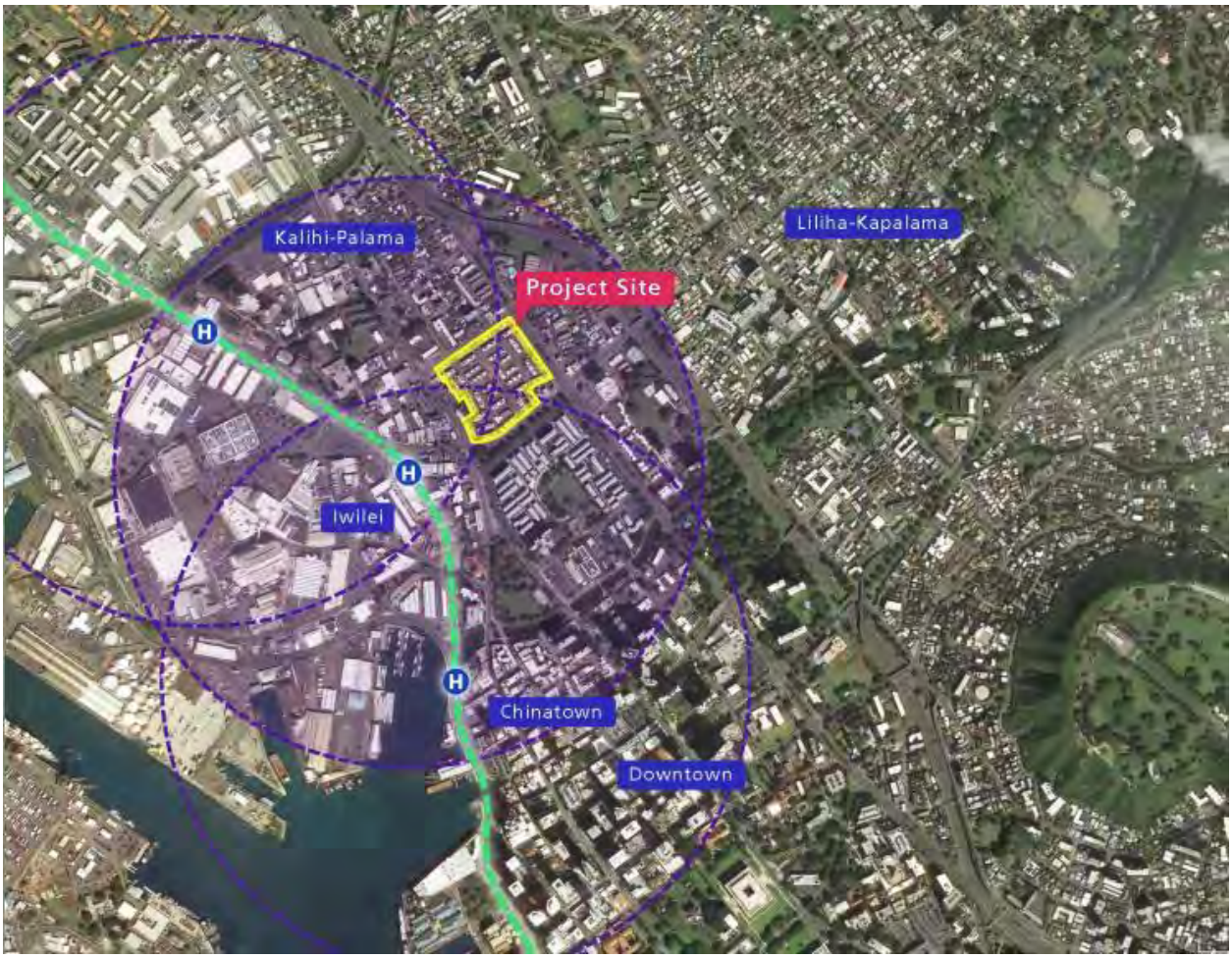


Figure 1: Regional Project Site Setting

The Project is an urban, mixed-income and mixed-use community in the heart of the Kalihi-Pālama neighborhood. Located at 606 N. Kukui Street (Tax Map Key (1) 1-7-029: 003), the existing 14.8-acre public housing site is bounded by Vineyard Blvd (mauka), Liliha Street (Diamond Head), N. King Street (makai) and Pua Lane (ʻewa), and within a quarter mile of the planned Kūwili (Iwilei) HART station.



Figure 2: Project location in Honolulu

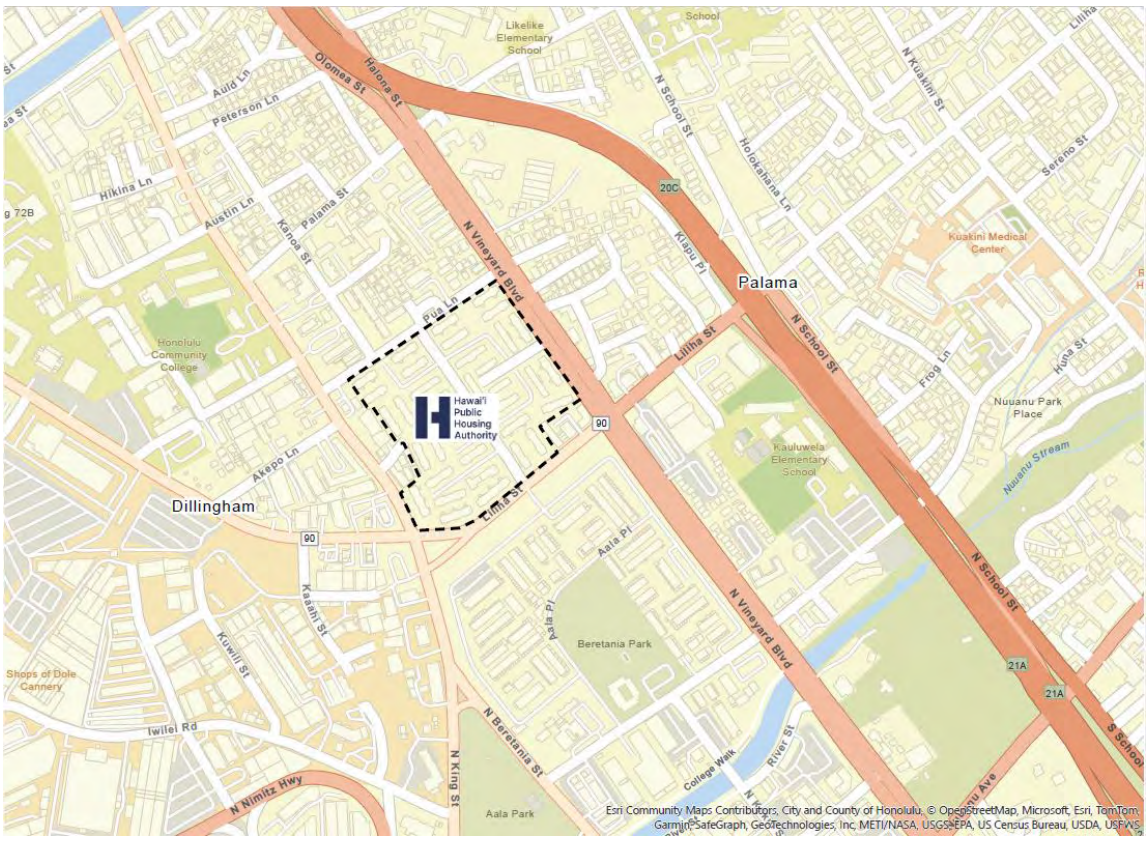


Figure 3: Aerial View of Project Vicinity

B. Project Description



Figure 4: Refined Master Plan

The Master Plan consists of ten buildings labeled A through I in Figure 4 above. The Project will offer affordable studio, 1-bedroom, 2-bedroom, 3-bedroom, 4-bedroom, and 5-bedroom rental apartments for residents with incomes up to 100% of the Area Median Income ("AMI"). The project is being redeveloped under the HUD Restore-Rebuild initiative in which HPHA plans to rebuild units as public housing that will convert to the Section 8 Project Based Voucher platform. This relocation plan covers the conversion of Phase 1 which includes the demolition of eight public housing buildings and new construction of Buildings labeled A, B, Figure 1.

Phase 1 will consist of three towers situated on Vineyard Blvd. Building 1A, at the corner of Vineyard and Pua Lane will be a 306-unit rental building that is 100% affordable, offering studios, 1-bedroom, 2-bedroom, 3-bedroom, 4-bedroom, and 5-bedroom residences that will target residents earning up to 60% of the AMI with two additional manager's units. Approximately 62 Restore Rebuild units will be constructed within the building and it will feature approximately 3,000 sf of retail, community service and support space, and amenities on the ground floor and community space on the 7th floor, including a multi-purpose room, a laundry room, and a generous outdoor amenity area that will be shared with Building 1B. It will be financed as a Low-Income Housing Tax Credit ("LIHTC") project

using a combination of Hula Mae Multifamily Bonds, federal and state tax credits, and State of Hawai'i Rental Housing Revolving Fund ("RHRF") Bonds. HCDC plans to begin demolition for the construction of 1A by July 2026.

Building 1B is situated just Diamond Head of Building A on Vineyard Blvd. It will consist of 247 units, two that are manager's units, and 245 100% affordable units, offering studios, 1-bedroom, 2-bedroom, and 3-bedroom units that target residents earning between 80% to 100% of the AMI. This "missing middle" rental project will have approximately 3,600 sf of ground-floor retail/community space, and a large outdoor amenity on the 7th floor featuring a swimming pool that will be shared with residents in Building 1A. This building will be financed using a combination of 501(c)(3) tax-exempt bonds and RHRF Bonds. Buildings 1A and 1B will be operated by the Applicant under a ground lease with HPHA as the Lessor for a term no less than 65 years.

Total Units at Completion of Phase 1A & 1B	
Phase 1A	306
Phase 1B	245
Total	**553 Units**

To move forward with the first phase of new construction, 8 current residential buildings with a total of 76 units will be demolished, 20 that are currently vacant and 56 households required to permanently relocate with the option of returning once Phase 1 has been completed. The impacted buildings within Phase 1 are identified below in Figure 5. HPHA plans to apply for Tenant Protection Vouchers (TPVs) for all 76 impacted units.



Figure 5: Phase 1 Proposed Demolition Area

To successfully relocate the families, HPHA and HCDC have engaged with Seneca Real Estate Services, Inc. (SRS) to complete the planning and execution of the permanent relocation requirements under 24 CFR 905.308(b)(9), HUD 24 CFR Part 970, the Uniform Relocation Act (46 U.S.C. § 4600 et seq.), its implementing regulations (49 C.F.R. Part 24) and HUD Handbook 1378 (Guidelines) as well as State regulations and HPHA policies and procedures.

C. General Area Demographics and Housing Characteristics

Kalihi – Palama is a neighborhood within the boundaries of Honolulu on the island of O'ahu and is recognized as part of the Kalihi Palama Neighborhood Board No. 15. The area operates under the jurisdiction of the City and County of Honolulu. The following statistics on the demographics and housing characteristics of Honolulu County is based on the American Community Survey Data (ACS) 2022 5-year estimates.

Total population- Honolulu County, HI	Estimate	Percent
	1,010,100	100%
White	379,704	37.6%
Black or African American	45,480	4.5%
American Indian and Alaska Native	22,084	2.2%
Asian	616,966	61.1%
Native Hawaiian and Other Pacific Islander	250,160	24.8%
Some Other Race	43,355	4.3%
HISPANIC OR LATINO		
Total population	1,010,100	1,010,100
Hispanic or Latino (of any race)	103,393	10.2%

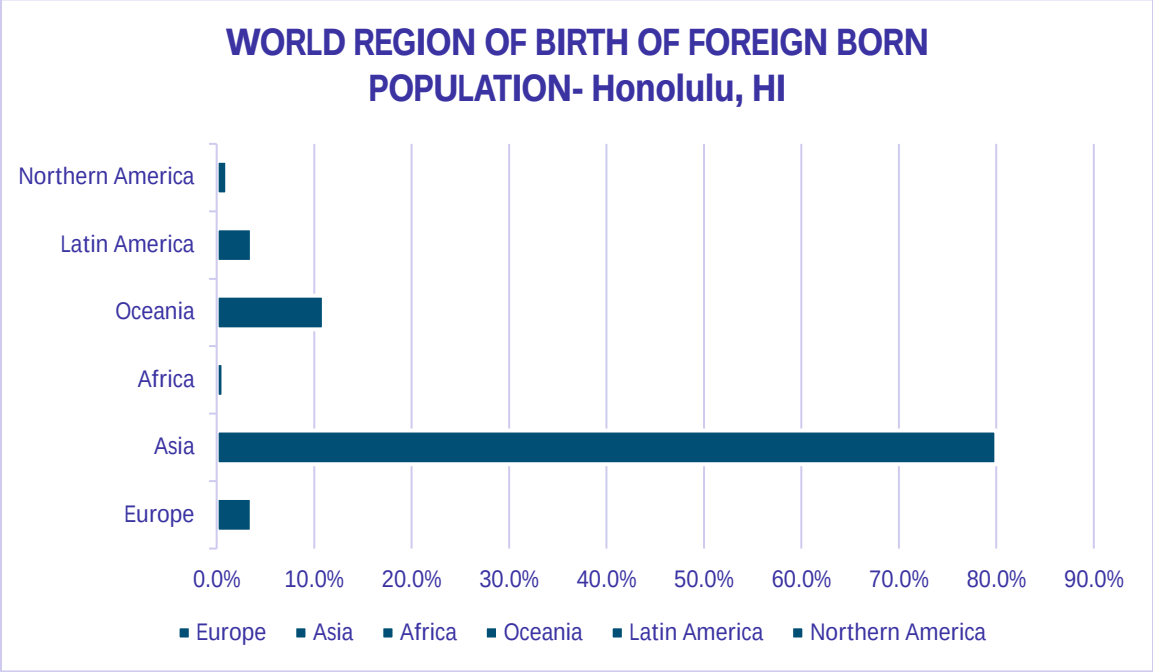
SEX AND AGE	Estimate	Percent
Total population	1,010,100	100%
Under 5 years	60,230	6.0%
5 to 9 years	58,798	5.8%
10 to 14 years	59,676	5.9%
15 to 19 years	54,415	5.4%
20 to 24 years	70,395	7.0%
25 to 34 years	147,491	14.6%
35 to 44 years	132,205	13.1%
45 to 54 years	119,149	11.8%
55 to 59 years	60,040	5.9%
60 to 64 years	60,308	6.0%
65 to 74 years	100,526	10.0%
75 to 84 years	55,538	5.5%
85 years and over	31,329	3.1%

VETERAN STATUS	Estimate	Percent
Civilian population 18 years and over	732,088	72.5%
Civilian veterans	68,811	9.2%

CITIZENSHIP	Estimate	Percent
Foreign-born population	187,645	100%
Naturalized U.S. citizen	117,347	62.5%
Not a U.S. citizen	70,298	37.5%

The median age of residents of Honolulu County is 38.8 years of age and 18.6% of the population is over 65 years of age. Of the population, 19.3% of the population is foreign born of which 37.5% of the

foreign-born population do not have U.S. citizenship. A majority of the foreign-born population is from Asian countries accounting for 61.1% of the population. Half of the population identifies racially as Asian at 42.3%, with a majority identifying as Filipino (14.8%) followed by Japanese (13.7%). In Honolulu County, 9% of the population identify as a war veteran.



LANGUAGE SPOKEN AT HOME	Estimate	**Percent**
Population 5 years and over	939,612	100%
English only	701,611	74.7%
Language other than English	238,001	25.3%
Speak English less than "very well"	107,604	11.5%
Spanish	19,337	2.1%
Speak English less than "very well"	3,523	0.4%
Other Indo-European languages	11,143	1.2%
Speak English less than "very well"	1,469	0.2%
Asian and Pacific Islander languages	200,775	21.4%
Speak English less than "very well"	102,365	10.9%
Other languages	6,746	0.7%
Speak English less than "very well"	247	0.0%

Though English is the primary language of the population of Honolulu, 25% speak a language other than English in which 11% may have a limited English proficiency (LEP). This is noted as information about the Project that may be distributed to the community will be translated for LEP households.

The median household income is $88,343 with an employment rate of 57.8%. The ACS 2022 5-Year estimates state the total housing units in Honolulu County is 333,700 units. Of the 333,700 housing units, an estimated 196,549 are owner-occupied and 137,151 are renter-occupied.

II. Relocation Needs Assessment

This Plan provides information collected from the current HPHA property management regarding the housing status and needs of the current residents. This information was incorporated into the planning process and details HCDC and HPHA proposed relocation plan. This Plan sets forth policies and procedures necessary to conform to federal and state statutes and regulations for temporary and permanent residential displacements and will be updated prior to the implementation of the Plan.

To obtain information necessary for the implementation stage of this Plan, interviews will be conducted with the current residents on the Project site prior to any relocation activities. Inquiries to be made of the occupants will include household size and composition, ages of occupants, rental and income information, length and type of occupancy, ethnicity, primary language in the home, disabilities, health problems, identification of other special needs and preferences related to replacement housing and location. Information for this Plan was provided by HCDC via HPHA and has been verified as of June 2025 by examining current rent roll, property information and tenant data. There are currently three hundred and twelve (312) occupied units within the Project. Any tenant data that is incomplete or missing and is not available as of the preparation of this Plan, will be obtained prior to commencement of any relocation activities.

A. Housing Mix

The current housing mix of Phase 1 buildings at Mayor Wright Homes includes zero (0) one-bedroom units, twenty-four (24) two-bedroom units, thirty-six (36) three-bedroom units, twelve (12) four-bedroom units, and four (4) five-bedroom units.

Bedroom Sizes	# of Units
1 bedroom	**0**
2 bedrooms	**24**
3 bedrooms	**36**
4 bedrooms	**12**
5 bedrooms	**4**
Total	**76**

B. Project Rents

The Project Contract unit rents are $1,720 for a one-bedroom, $2,252 for a two-bedroom, $3,174 for a three-bedroom unit and $3,822 for a four-bedroom unit. There are currently no market-rate units located on this Project.

C. Occupancy and Overcrowding

The average household size is five (5) persons per unit. Currently there are ten (10) over housed households within the Project.

HPHA's occupancy standards will be utilized. Generally, the standards are as follows:

- The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom.
- The PHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines, the federal Fair Housing Act, HRS chapter 515, and HAR section 12-46-307.
- For occupancy standards, an adult is a person 18 years or older.
- One bedroom will generally be assigned for every two family members.
- The PHA will consider factors such as family characteristics including gender, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms, and the overall size of the dwelling unit.
- Consideration will also be given for medical reasons and the presence of a live-in aide.
- Single-person families shall be allocated a studio or one bedroom.

Any household placed in a unit size different from that defined in these Occupancy Standards shall agree to transfer to an appropriate sized unit at the same property when one becomes available. Once an appropriate sized unit is offered to the family, they have 30 days to complete the transfer or lose their subsidy.

D. Tenant Income Information

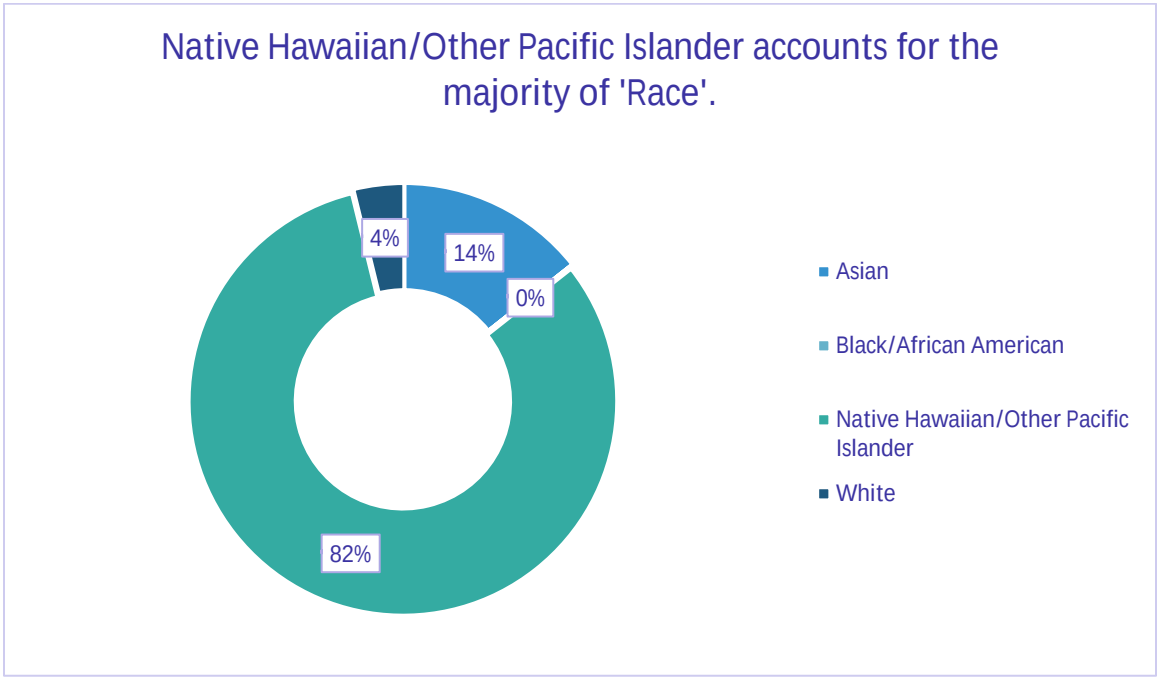
Income information was available for all fifty-six (56) of the impacted Phase 1 households. According to the income levels for the Honolulu County, Hawaii, adjusted for family size and based on the formula used by HUD, all fifty-six households (56) households qualify as extremely low income (30% or less of area median). From the data provided, the average tenant income is $28,253.00.

E. Replacement Housing Needs

Replacement housing needs, as expressed in this Plan, are defined by the total number of required replacement units and the distribution of those units by bedroom size. The projected number of required units by bedroom size is determined by comparing household size with HPHA's replacement housing occupancy standards and general rental market standards at the time of displacement. These standards, generally, allow for up to two persons in a one-bedroom unit, four persons in a two-bedroom unit, six persons in a three-bedroom unit and eight persons in a four-bedroom unit.

Relocation activities will consider individual household needs to be close to employment, schools, public/social services and agencies, recreational services, parks, community centers, and shopping. HCDC staff will, through its relocation representatives, assure that sufficient replacement housing units exist in compliance with the decent, safe, and sanitary requirements, prior to displacing any residential households in partnership with HPHA. Permanently displaced households will require replacement units that are similar in size to the Project units, unless the household is being right sized based on occupancy at the time of relocation.

F. Resident Race and Ethnicity



Of the current two hundred and ten (210) residents impacted, 82% identify as Native Hawaiian/Pacific Islander, 14% identify as Asian, 4% identify as White, while less than 1% identify as Black/African American. Regarding ethnicity, 2% identify as Hispanic/Latino.

G. Household Disabilities and Senior Households

Senior household is defined as a household with a head of household or spouse who is sixty-two (62) years of age or older. There are eleven (11) senior households in the Project among fifty-six (56) impacted households. There are twelve (12) households that require ADA or modified units based on approved reasonable accommodation requests. The nature and severity of the disabilities are unknown and will be determined at the time of personal interviews with all residents. The presence of disabilities will be considered at the time of displacement to the extent it may affect the physical move and necessary accommodation. HCDC pledges to provide appropriate support for households requiring additional assistance due to disabilities.

III. Housing Resources

HCDC will provide residents with the option of relocation assistance to available units within HPHA's affordable housing portfolio. HPHA and HCDC, through its relocation representatives, will provide assistance with identifying suitable offsite units within its portfolio or through its programs for the resident to relocate to by utilization of aforementioned TPVs.

IV. Relocation Program

The relocation program and assistance offered by HCDC will conform to provisions of the federal and state law and guidelines, as appropriate, including Section 18 of the United States Housing Act of 1937, as amended; 24 CFR Part 968, Subpart A; 24 CFR Part 970; 49 CFR Part 24; Chapter 111, Hawaii Revised Statutes (HRS); and Chapter 17-2017, Hawaii Administrative Rules (HAR), which are incorporated in whole by reference.

A. Program Objectives, Standards, and Assurances

It is HCDC's objective to fully inform eligible Project occupants of the nature of the relocation activities, timing, and procedures for obtaining relocation assistance and benefits. In the scope of the relocation, its hired relocation consultant will:

- Determine the needs of each residential household eligible for assistance, including LEP services.
- Provide adequate information and assistance to move to another Affordable Housing unit provided by HPHA or other suitable market rate housing the resident may qualify for.
- Provide assistance that does not result in different, or separate treatment due to race, color, religion, national origin, sex, disability, creed, familial status, student status, marital status, sexual orientation, gender identity, age or other arbitrary circumstances.
- Supply information concerning federal and state governmental programs providing assistance to low income or disabled persons.

- Assist each eligible person to complete applications for benefits.
- Make relocation benefit payments in accordance with applicable guidelines.
- Inform all persons of HCDC property management policies including criteria for pursuing tenant evictions.
- Provide housing that is decent, safe, and sanitary on a nondiscriminatory basis for families who are moved permanently from the housing project as a result of the demolition, disposition, revitalization or rehabilitation project.
- Assist each eligible displacee to complete applications for leases, benefit payments, utility hook up, and any other necessary documentation required to complete their relocation.
- Inform all persons who are expected to be displaced about the eviction policies to be pursued in carrying out the Project.
- No person will be displaced until all obligations imposed by the applicable relocation regulations and guidelines as outlined by CFR Section 18 have been satisfied.
- Adequate provisions have been made to provide orderly, timely, and efficient relocation of eligible persons without regard to race, color, religion, sex, marital status, or national origin with minimum hardship to those affected.
- Eligible persons will be adequately informed of the assistance, benefits, policies, practices, and procedures, including grievance procedures.

B. Relocation Advisory Assistance

As a function of the overall relocation assistance program, advisory assistance will be provided to all residents by HCDC and contracted relocation representatives. The contracted relocation representatives specialize in providing relocation assistance and will administer relocation of households for the Project. The following services and tasks will be undertaken:

- Each household will be personally interviewed to gather appropriate information to determine needs and preferences with regard to the move. Inquiries made of residential occupants by relocation personnel will cover the following areas: family size, ethnic background, immigration status, age and health considerations, current employment status, family income, transportation needs, and preferences relative to replacement housing.
- Required notices will be provided to the residents including: The General Information Notice, Notice of Eligibility, Notice of Non-Displacement, 90-Day Notice and the Notice to Return will be provided to the residents. Each notice shall be written in plain, understandable language. Persons who are unable to read and understand the notice will be provided with appropriate translation and counseling. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.
- As soon as feasible, the relocation representative shall explain the relocation payments and other assistance for which households and individuals may be eligible, including related eligibility requirements and the procedures for obtaining such assistance.

- Assistance will be provided to complete appropriate forms and coordinate moving arrangements. All residents will be kept informed of Project timing and receive appropriate notice to prepare for required moves. Claims for compensable expenses associated with the relocation process will be processed expeditiously.
- Translation assistance will be provided, as needed.
- The contracted relocation representatives will be available to help and to advise the displaced family, therefore families should make full use of the available services.
- Individuals with disabilities will be provided the assistance needed to understand their rights under the Relocation Policies and Procedures and assistance needed to locate and move to a replacement site.

C. Relocation Financial Assistance

Currently, there are four (4) residents who are over 60% of the AMI. The relocation of the residents will exceed 12 months and HCDC will provide full permanent relocation benefits to the displacees. During personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be paid to eligible displacees upon submission of required claim forms and documentation in accordance with Section 18 procedures. HCDC does not anticipate a need for advance payment requests which mitigate hardships for residential tenants who do not have access to sufficient funds to pay move-in costs, however, should the individual circumstances dictate a need for advanced payments, HCDC will review and approve such requests expeditiously.

D. The Relocation Process

The general steps that will be required of HCDC and the contracted relocation representatives in implementation of the Relocation Plan:

- The relocation program will be carried out by the relocation consultants and overseen by HCDC and HPHA to ensure consistency in the application of the local policies and state and federal requirements.
- Pursuant to HUD requirements the General Information Notice (GIN) will be issued as soon as feasible by HCDC.
- HCDC has conducted a total of two resident meetings on October 4, 2023 and December 12, 2023 as well as one community townhall meeting on December 14, 2023, to discuss the redevelopment of Mayor Wright Homes. As the process moves forward additional meetings will be scheduled to present and review the draft Relocation Plan and general Project timing.
- HCDC prepared a preliminary relocation assumptions and budgets based on current Project occupancy and anticipated relocation costs.

- The contracted relocation representatives will conduct assessments of each resident to develop an individual relocation plan, identify special needs and determine the level of assistance needed for each resident.
- The contracted relocation representative will identify and provide documentation and interpretation services to Limited English Proficiency (LEP) households.
- A minimum of 90 days prior to the relocation of each tenant, the contracted relocation representatives shall issue a 90 Day Notice to Vacate; the Notice of Non-Displacement and or the Notice of Eligibility of URA Relocation, if applicable, which shall include the offer of the HPHA replacement unit.
- HPHA will apply for Tenant Protection Vouchers (TPVs) to assist residents in relocating to another Affordable Housing unit.
- The contracted relocation representatives shall be responsible for tracking tenants during the relocation period and coordinating support services as needed; as well as communicating the Project completion schedule and counseling displacees of their choice of either returning to the Project or remaining in the replacement unit.

E. Return to Project

Phase 1 of the Project requires the permanent relocation of fifty-six (56) impacted households. Impacted households who would like to return can do so, but must meet the income eligibility requirements set for the property.

F. Over-Housed Tenants

Typically, there is a standard set for occupancy and the minimal number of rooms required based on the family size. On occasion, the subject units may be disproportionate to the family size. This may be due to a family member leaving the household. HPHA programs require families to be placed in appropriate sized units whenever available. Currently, there are twenty-five (25) over-housed households in the Project. The contracted relocation representatives will assist in finding appropriately sized replacement units based on their current household size.

G. Record Keeping

HCDC and their contracted relocation representatives shall be responsible for all records related to the resident relocation process. Each impacted household will have its own relocation file, including the General Information Notice (GIN), 90 Day and 30-Day Notice (if applicable), and all communications with the impacted household. Records and documentation shall be kept in sufficient detail to demonstrate compliance with all URA requirements, if required. Each notice provided to a household shall be personally delivered or sent by certified or registered first-class mail, return receipt requested and documented in agency files. In some instances, residents may elect to receive required notices by

electronic delivery in lieu of the use of certified or registered first-class mail. HCDC and their contracted relocation representatives will ensure a process to document and record when information is legally delivered in digital format. A date and timestamp will establish the date of delivery and receipt with an electronic record capable of retention and means to link the electronic signature with an electronic document in a way that can be used to determine whether the electronic document was changed subsequent to when an electronic signature was applied to the document.

All relocation files must be maintained for at least three years after the latest of the following:

- The date by which all payments to persons displaced for the project and all payments of relocation benefits have been issued;
- The date the project has been completed; or
- The date by which all issues resulting from litigation, negotiation, audit, or other action (i.e., civil rights compliance) have been resolved.

All project files are confidential and will be maintained in a safe, off-site location for at least 3 years or for the retention period as dictated by HPHA policies.

The Project is subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § 4601, et seq. (Uniform Act), and its implementing regulations, 49 CFR Part 24, and is required to provide an annual summary report by November 15th that describes the real property acquisitions, displacements, and related activities conducted by the Federal Agency for the prior calendar year. SRS will complete said report as a deliverable by the end of the relocation or prior to the November deadline and deliver to HPHA and HCDC for submission.

H. Relocation Tax Consequences

In general, relocation payments are not considered income for the purpose of the Internal Revenue Code of 1968, or the Personal Income Tax Law, Part 10 of the Revenue and Taxation Code. No relocation reimbursement received by a displaced person will be considered as income for the purpose of the Internal Revenue Code, or for determining the eligibility of a person and for assistance under the Social Security Act, or any other federal law, except for any federal law providing low-income business. Payments made to a third party can be considered a taxable event. As a result, third-party payments may be subject to an IRS Form 1099.

I. Grievance Procedures

HPHA's Grievance Procedures follows the Uniform Relocation Act (42 USC 4601 et seq.) standards set forth in Title 49, Part 24- Subpart A § 24.10 of the Code of Federal Regulations and the Hawai'i Administrative Rules chapters 17-2021 and 17-2028. Any person who is displaced by HPHA/HCDC's actions (such as property acquisition, rehabilitation, or demolition) has the right to formally request an

administrative review or appeal if they disagree with how HCDC manages the property or handles their relocation.

Any aggrieved person may file a written appeal with the HPHA in any case in which the person believes that the agency and its subcontractors has failed to properly consider the person's application for assistance under this part. Such assistance may include, but is not limited to, the person's eligibility for, or the amount of, a payment required under 49 CFR §§ 24.106 or 24.107, or a relocation payment required under this part. HPHA shall consider a written appeal regardless of form. HPHA may set a reasonable time limit for a person to file an appeal. The time limit shall not be less than 60 days after the person receives written notification of the agency's determination on the person's claim. Promptly after receipt of all information submitted by a person in support of an appeal, HPHA shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, HPHA shall inform the person that the determination is the agency's final decision and that the person may seek judicial review of the agency's determination.

J. Eviction Policy

HCDC recognizes that eviction is permissible only as a last resort and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent, serious violation of the rental agreement, a dangerous or illegal act in the unit, or if the household refuses all reasonable offers to move. However, legal action to evict shall be undertaken for tenant refusal to cooperate with the relocation program and refusal of all offered replacement housing without good cause.

K. Immigration Status

Federal legislation (PL105-117) prohibits the payment of relocation assistance benefits under the Uniform Act to any non-citizen not lawfully present in the United States unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child, any of whom is a citizen, or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by the overseeing government authority to negatively affect the alien's spouse, parent or child.

In order to track and account for relocation assistance and benefit payments, the contracted relocation representatives will be required to seek immigration status information from each displacee 18 years and older by having them self-certify as to their legal status.

L. Non-Discriminatory Statement

Residents who are relocated as a result of the Project redevelopment shall be relocated to other decent, safe, sanitary and affordable housing on a non-discriminatory basis without regard to race, color, religion, creed, national origin, handicap, age, familial status, sex, sexual preference, sexual orientation or gender identity and in compliance with federal, state and local laws.

M. Project Timing

A project timeline has been provided below based off the current schedule of submittals and approvals. This timeline is subject to change as the Project moves towards approval.

1	**MDA Milestone Schedule and Budget**	**11/1/23**
2	**Tenant / Community Outreach**	**12/14/23**
3	**Master Plan Refinement**	**1/3/24**
4	**Entitlement**	**2/8/24**
5	**HPHA Board Approval**	**5/29/25**
6	**Section 18 Application**	**6/6/25**
7	**LIHTC & RHRF Bonds Application Award**	**7/30/25**
8	**Historic Preservation**	**1/14/26**
9	**Phase 1A LIHTC Financing Closing**	**7/30/26**
10	**Building 1B LIHTC Applications**	**12/31/25**
11	**Phase 1B LIHTC Tier 2 Financing Closing**	**5/30/28**
12	**Completion of 1A & 1B (555 Units)**	**10/31/28**
13	**End Phase 1 (808 Units)**	**4/15/30**

Relocation of the fifty-six (56) impacted households will commence at HUD approval of the Project. The estimated relocation timeline below is assumed based on Phase 1A LIHTC Financing closing date of July 30, 2026.

General Information Notice (GIN)	**November 2025**
Resident Relocation Interviews	**November 2025**
HUD Approval	
Notice of Relocation Eligibility	**15 Days from Approval**
90 Day Notice	**15 Days from Approval**
30 Day Notice	**45 Days from Approval**
Moves Start	**55 Days from Approval**
Moves Completed	**July 25, 2026**

N. Estimated Relocation Costs

The estimate of relocation benefits is based on available tenant data and current market rents for adequately sized replacement units. It is expected that tenants will be able to move within HPHA's portfolio or programs utilizing a TPV. The below cost estimate is based on the current contracted moving rates in Honolulu County and the URA Fixed Payment for Moving Expenses for Hawai'i, if applicable.

Mayor Wright Homes – Fixed Move Cost Schedule						
Bedrooms	1	2	3	4	5	**Total Relocation Fee**
# of Occupied Units	0	24	36	12	4	
Est. Move Costs	$1,200	$1,550	$1,900	$2,200	$2,500	
Total	$0	$37,200	$68,400	$26,400	$10,000	**$142,000.00**
Contingency (15%)						**$21,300.00**
Total w/ Contingency (15%)						**$163,300.00**

Estimated relocation costs for the Project, including 15% contingency for other eligible relocation costs, is $163,300.00 based on the URA fixed Move Cost Schedule rates for the State. To further assist the impacted households, HCDC is researching the feasibility of providing security deposit assistance as all households qualify as extremely low-income.

Approved by the Executive Director
January 28, 2026

FOR ACTION

MOTION: To: Approve the Settlement in Karsom, et al. v. State of Hawaii, et al., Civil No. 17-1-0843-05 (LWC)

(The Board will go into executive session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as related to settlement in Karsom, et al. v. State of Hawaii, et al., Civil No. 17-1-0843-05(LWC))

Approved by the Board of Directors
on the date set forth above
[ ] As Presented [ ] As Amended

_____
Robert J Hall
Chairperson

Executive Director's Report
Hawaii Public Housing Authority
December 2025

I. Planning and Evaluation

- On December 17, 2025, HPHA met with Senator Kidani and Adult Friends for Youth to provide updates on the Kalihi Valley Homes Community Center demolition project and recent community meeting, explaining that the project is undergoing the HUD Section 18 Demolition/Disposition process, including completion of an Environmental Assessment under NEPA, with participation from Bowers & Kubota, HPHA staff, and tenants and children.

- On December 18, 2025, HPHA and the Department of Human Services (DHS) met with House Finance staff to review HPHA's activities over the past year and discuss anticipated FY 2026 budget requests.

- On December 29, 2025, HPHA, DHS BESSD, DHS Med-QUEST, and the Office of Enterprise Technology Services (ETS) met with Representative Marten regarding potential legislation to establish a state-administered system to support ABAWD work-requirement tracking.

- On December 16, 2025, HPHA participated in the Hawai‘i Interagency Council on Homelessness (HICH) meeting, which included updates to the Hawai‘i Ten-Year Strategic Plan to End Homelessness, highlighting the Kupuna Rent Supplement Program, the Ka Lei Momi Initiative to deliver 10,000 housing units, and continued coordination to expand the supportive housing inventory statewide.

II. Fiscal Management

Variance Report – November 2025

- Revenue (November 2025): Capital Fund Program (CFP) revenue exceeded budget by $5.42 million due to timing differences in drawdowns for non-capitalized expenditures recorded as operating income, while COCC fee income exceeded budget by $1.48 million, State CIP income was $763,496 over budget from sub-threshold capital expenditures recorded as operating income, grant income was $119,830 below budget due to state appropriation timing, and other income was $433,152 below budget primarily from lower-than-anticipated front-line service fees under the Multi-Skilled Workers Pilot Program (MSWPP) and other COCC branches.

- Expenses (November 2025): Management fees exceeded budget by $1.49 million due to timing differences, tenant services were $12,813 below budget, payroll was $141,729 below budget, furniture, appliance, and equipment costs were $67,845 below budget, materials and supplies were $140,384 over budget, vacant unit repairs were $763,496 over budget, contract services were $224,032 below budget, protective services exceeded budget by $47,786 due to outsourced security costs, insurance exceeded budget by $59,243 due to higher general liability premiums, bad debt expense was $81,408 below budget due to reconciliations and allowance updates, and general expenses exceeded budget by $83,885, primarily driven by undistributed P-card balances, port-in/out voucher HAP and admin fees, and HAP back payments.

Year-to-Date Financial Performance

- Year-to-Date Revenue: CFP grant income exceeded budget by $5,663,661 due to timing differences in drawdowns for non-capitalized expenditures, COCC fee income was $1,373,085 above budget, State CIP income was $968,818 over budget from capital expenditures below the $100,000 capitalization threshold, and grant income exceeded budget by $1,625,581 due to timing differences in grant receipt.

- Year-to-Date Expenses: Administrative expenses were $1,484,467 below budget due to savings in payroll, front-line services, travel, legal, and office costs, partially offset by higher private management and consulting expenses; management fees exceeded budget by $1,409,112 due to CFP timing differences; tenant services were $24,176 below budget; insurance exceeded budget by $156,612 due to higher property, general, and auto liability premiums; bad debt exceeded budget by $250,594 due to reconciliations and allowance updates; and general expenses exceeded budget by $822,730, driven primarily by HAP back payments ($532,384), undistributed P-card balances ($114,545), port-in/out voucher HAP and admin fees ($115,488), and other general costs ($60,313).

HAWAII PUBLIC HOUSING AUTHORITY

Consolidated Balance Sheet

Agency Total

As of November 30, 2025 and November 30, 2024

	As of November 30, 2025	As of November 30, 2024	Increase (Decrease)
ASSETS:			
Cash	238,532,081	208,787,135	29,744,946
Accounts receivable (net of allowance)	3,032,645	2,778,811	253,833
Accrued Interest	474,020	405,600	68,420
Prepaid Expenses	778,760	671,587	107,172
Inventories	832,273	753,504	78,769
Total Current Assets	**243,649,778**	**213,396,637**	**30,253,141**
Property, Plant & Equipment:			
Land	25,518,054	25,518,054	-
Buildings	831,636,396	809,922,726	21,713,670
Furniture & Equipment	8,884,775	8,833,007	51,769
Motor vehicles	5,429,726	5,429,726	-
Construction in Progress	54,782,822	64,771,672	(9,988,850)
Less: Accumulated Depreciation	(592,579,534)	(567,326,450)	(25,253,084)
Notes, Loans & Mortgage Receivable-Non Current	22,468,993	9,814,772	12,654,221
Other Long Term Assets	-	-	-
Deferred Outflows of Resources	12,872,684	8,889,882	3,982,802
Total Assets & Deferred Outflow of Resources	**$ 612,663,695**	**$ 579,250,027**	**$ 33,413,668**
LIABILITIES AND NET POSITION			
Accounts Payable	6,428,973	6,276,608	152,366
Accrued Salaries & Wages	2,383,894	4,155,714	(1,771,820)
Tenant Security Deposits	1,579,164	1,635,441	(56,277)
Other Liabilities & Deferred Income	9,050,531	10,217,660	(1,167,129)
Total Current Liabilities	**19,442,562**	**22,285,423**	**(2,842,861)**
Net Pension Liability	40,659,919	40,659,919	-
Net OPEB Liability	33,182,220	33,182,220	-
Other Long Term Liabilities	5,157,894	2,127,207	3,030,688
Deferred Inflows of Resources	15,099,479	6,698,590	8,400,889
Net Assets			
Investment in capital assets	333,672,239	347,148,734	(13,476,496)
Restricted Net Assets	395,129	247,664	147,465
Unrestricted Net Assets	169,954,441	134,486,222	35,468,219
Net Income Year to Date	(4,900,190)	(7,585,953)	2,685,764
Total Net Assets	**499,121,619**	**474,296,667**	**24,824,952**
Total Liabilities, Deferred Inflow of Resources & Net Position	**$ 612,663,695**	**579,250,027**	**33,413,668**

HAWAII PUBLIC HOUSING AUTHORITY

Agency-Wide

Actual vs Budget

For the Month of November 2025, and the 5 Months ended November 30, 2025

(Amounts in Full Dollars)

	Month of November 2025				Year To Date ended November 30 ,2025			
	Actual	Budget	Variance Amount	Variance %	Actual	Budget	Variance Amount	Variance %
REVENUES								
Dwelling Rental Income	2,436,298	2,426,938	9,360	0%	12,084,222	12,124,138	(39,917)	0%
HUD Operating Grants	12,772,041	12,642,804	129,237	1%	64,282,831	63,214,022	1,068,809	2%
CFP Grant Income	5,424,527	-	5,424,527	100%	5,663,661	-	5,663,661	100%
COCC Fee Income	2,003,914	521,802	1,482,112	>100%	3,980,780	2,607,695	1,373,085	53%
State CIP Fund	763,496	-	763,496	100%	968,818	-	968,818	100%
Grant Income	0	119,830	(119,830)	-100%	4,371,361	2,745,780	1,625,581	59%
Other Income	279,563	712,715	(433,152)	-61%	3,685,558	3,564,571	120,987	3%
Total Revenues	**$ 23,679,840**	**16,424,090**	**7,255,750**	**44%**	**$ 95,037,230**	**84,256,206**	**10,781,024**	**13%**
EXPENSES								
Administrative	2,438,197	2,599,938	(161,740)	-6%	11,437,828	12,922,295	(1,484,467)	-11%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	1,941,089	451,464	1,489,625	>100%	3,665,234	2,256,122	1,409,112	62%
Bookkeeping Fees	62,825	67,360	(4,536)	-7%	315,546	336,689	(21,143)	-6%
Housing Assistance Payments	10,063,207	9,757,764	305,442	3%	49,993,240	48,788,821	1,204,418	2%
Tenant Services	5,051	17,865	(12,813)	-72%	65,130	89,306	(24,176)	-27%
Utilities	1,223,967	1,300,905	(76,938)	-6%	6,142,576	6,504,525	(361,949)	-6%
Maintenance	3,182,161	2,748,483	433,678	16%	13,648,923	14,285,348	(636,425)	-4%
Protective Services	409,670	361,884	47,786	13%	1,860,469	1,809,420	51,049	3%
Insurance	157,973	98,730	59,243	60%	789,902	633,290	156,612	25%
Depreciation Expense	2,011,282	2,011,282	-	0%	10,051,426	10,051,426	-	0%
Bad Debt Expense	14,202	95,610	(81,408)	-85%	841,865	591,271	250,594	42%
General Expenses	144,395	60,510	83,885	>100%	1,125,281	302,552	822,730	>100%
Total Expenses	**21,654,019**	**19,571,796**	**2,082,224**	**11%**	**99,937,419**	**98,571,064**	**1,366,355**	**-1%**
Net Income(Loss)	**$ 2,025,820**	**(3,147,706)**	**5,173,526**	**>100%**	**$ (4,900,190)**	**(14,314,859)**	**9,414,669**	**66%**

HAWAII PUBLIC HOUSING AUTHORITY
Federal Low Rent Housing Projects

Actual vs Budget

For the Month of November 2025, and the 5 Months ended November 30, 2025

(Amounts in Full Dollars)

	Month of November 2025				Year To Date ended November 30 ,2025			
	Actual	Budget	Variance		Actual	Budget	Variance	
			Amount	%			Amount	%
REVENUES								
Dwelling Rental Income	2,012,046	2,007,587	4,459	0%	9,911,990	10,032,234	(120,244)	-1%
HUD Operating Grants	2,491,794	2,360,084	131,710	6%	13,025,954	11,800,420	1,225,534	10%
CFP Grant Income	4,887,889	-	4,887,889	100%	5,127,023	-	5,127,023	100%
COCC Fee Income	-	-	-	0%	-	-	-	0%
State CIP Fund	724,090	-	724,090	100%	926,629	-	926,629	100%
Grant Income	67,914	-	67,914	100%	2,338,721	67,911	2,270,810	>100%
Other Income	84,150	54,415	29,735	55%	683,780	274,209	409,571	>100%
Total Revenues	**$ 10,267,884**	**4,422,086**	**5,845,798**	**>100%**	**32,014,097**	**22,174,774**	**9,839,323**	**44%**
EXPENSES								
Administrative	881,971	980,588	(98,617)	-10%	4,198,543	4,889,191	(690,648)	-14%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	1,833,790	324,471	1,509,319	>100%	2,996,506	1,622,039	1,374,467	85%
Bookkeeping Fees	31,485	34,528	(3,043)	-9%	158,550	172,610	(14,060)	-8%
Housing Assistance Payments	352	-	352	100%	4,928	-	4,928	100%
Tenant Services	3,503	16,091	(12,588)	-78%	33,784	80,438	(46,654)	-58%
Utilities	1,008,928	1,042,033	(33,105)	-3%	5,054,581	5,210,165	(155,584)	-3%
Maintenance	2,635,160	2,173,736	461,424	21%	11,164,950	11,343,052	(178,102)	-2%
Protective Services	393,225	345,990	47,235	14%	1,773,550	1,729,950	43,600	3%
Insurance	121,444	78,941	42,503	54%	607,260	487,027	120,233	25%
Depreciation Expense	1,660,953	1,660,953	-	0%	8,331,626	8,331,626	-	0%
Bad Debt Expense	5,058	89,168	(84,110)	-94%	689,386	560,654	128,732	23%
General Expenses	(11,054)	-	(11,054)	-100%	130,331	-	130,331	100%
Total Expenses	**8,564,814**	**6,746,499**	**1,818,315**	**27%**	**35,143,994**	**34,426,752**	**717,242**	**-2%**
Net Income(Loss)	**$ 1,703,070**	**(2,324,413)**	**4,027,483**	**>100%**	**(3,129,896)**	**(12,251,978)**	**9,122,082**	**74%**

HAWAII PUBLIC HOUSING AUTHORITY
State Low Rent and Elderly Housing Projects

Actual vs Budget

For the Month of November 2025, and the 5 Months ended November 30, 2025

(Amounts in Full Dollars)

	Month of November 2025				Year To Date ended November 30 ,2025			
	Actual	Budget	Variance		Actual	Budget	Variance	
			Amount	%			Amount	%
REVENUES								
Dwelling Rental Income	369,116	345,298	23,818	7%	1,819,435	1,721,640	97,795	6%
HUD Operating Grants	-	-	-	0%	-	-	-	0%
CFP Grant Income	-	-	-	0%	-	-	-	0%
COCC Fee Income	-	-	-	0%	-	-	-	0%
State CIP Fund	39,406	-	39,406	100%	42,188	-	42,188	100%
Grant Income	26,201	119,830	(93,629)	-78%	2,480,316	1,858,706	621,610	33%
Other Income	16,840	27,158	(10,318)	-38%	93,397	135,790	(42,393)	-31%
Total Revenues	**$ 451,563**	**492,286**	**(40,723)**	**-8%**	**4,435,337**	**3,716,136**	**719,201**	**19%**
EXPENSES								
Administrative	129,882	127,478	2,404	2%	592,348	626,495	(34,147)	-5%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	35,992	36,753	(761)	-2%	181,683	182,886	(1,203)	-1%
Bookkeeping Fees	6,240	6,478	(238)	-4%	31,592	32,310	(718)	-2%
Housing Assistance Payments	-	-	-	0%	-	-	-	0%
Tenant Services	17	442	(425)	-96%	26	2,210	(2,184)	-99%
Utilities	190,645	229,030	(38,385)	-17%	958,088	1,145,150	(187,062)	-16%
Maintenance	286,258	272,102	14,156	5%	1,294,326	1,426,864	(132,538)	-9%
Protective Services	12,139	8,162	3,977	49%	66,084	40,810	25,274	62%
Insurance	30,273	12,716	17,557	>100%	151,361	110,896	40,465	36%
Depreciation Expense	273,996	273,996	-	0%	1,338,389	1,338,389	-	0%
Bad Debt Expense	9,144	6,442	2,702	42%	152,479	30,617	121,862	>100%
General Expenses	-	-	-	0%	-	-	-	0%
Total Expenses	**974,586**	**973,599**	**987**	**0%**	**4,766,375**	**4,936,627**	**(170,252)**	**3%**
Net Income(Loss)	**$ (523,023)**	**(481,313)**	**(41,710)**	**-9%**	**(331,038)**	**(1,220,491)**	**889,453**	**73%**

HAWAII PUBLIC HOUSING AUTHORITY

Housing Rental Assistance Programs

Actual vs Budget

For the Month of November 2025, and the 5 Months ended November 30, 2025

(Amounts in Full Dollars)

	Month of November 2025				Year To Date ended November 30 ,2025			
	Actual	Budget	Variance		Actual	Budget	Variance	
			Amount	%			Amount	%
REVENUES								
Dwelling Rental Income	-	-	-	0%	-	-	-	0%
HUD Operating Grants	10,280,247	10,282,720	(2,473)	0%	51,256,877	51,413,602	(156,725)	0%
CFP Grant Income	536,638	-	536,638	100%	536,638	-	536,638	100%
COCC Fee Income	-	-	-	0%	-	-	-	0%
State CIP Fund	-	-	-	0%	-	-	-	0%
Grant Income	-	-	-	0%	704,063	588,067	115,996	20%
Other Income	23,874	22,321	1,553	7%	202,661	111,606	91,055	82%
Total Revenues	**$ 10,840,759**	**10,305,042**	**535,717**	**5%**	**52,700,239**	**52,113,274**	**586,964**	**1%**
EXPENSES								
Administrative	400,747	399,251	1,496	0%	1,987,394	1,964,823	22,571	1%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	71,308	90,240	(18,932)	-21%	487,046	451,197	35,849	8%
Bookkeeping Fees	25,100	26,354	(1,255)	-5%	125,404	131,769	(6,365)	-5%
Housing Assistance Payments	10,062,855	9,757,764	305,090	3%	49,525,837	48,788,821	737,016	2%
Tenant Services	464	111	354	>100%	30,244	553	29,692	>100%
Utilities	3,794	3,962	(169)	-4%	22,032	19,812	2,220	11%
Maintenance	1,183	1,479	(296)	-20%	6,548	7,396	(847)	-11%
Protective Services	1,051	680	371	55%	4,775	3,400	1,376	40%
Insurance	1,592	2,426	(834)	-34%	7,958	12,130	(4,172)	-34%
Depreciation Expense	4,309	4,309	-	0%	21,545	21,545	-	0%
Bad Debt Expense	-	-	-	0%	-	-	-	0%
General Expenses	143,477	60,357	83,120	>100%	949,657	301,785	647,872	>100%
Total Expenses	**10,715,880**	**10,346,934**	**368,946**	**4%**	**53,168,442**	**51,703,231**	**1,465,211**	**-3%**
Net Income(Loss)	**$ 124,879**	**(41,892)**	**166,772**	**>100%**	**(468,203)**	**410,044**	**(878,246)**	**<-100%**

HAWAII PUBLIC HOUSING AUTHORITY

Central Office Cost Center

Actual vs Budget

For the Month of November 2025, and the 5 Months ended November 30, 2025

(Amounts in Full Dollars)

	Month of November 2025				Year To Date ended November 30 ,2025			
	Actual	Budget	Variance		Actual	Budget	Variance	
REVENUES			Amount	%			Amount	%
Dwelling Rental Income	-	-	-	0%	-	-	-	0%
HUD Operating Grants	-	-	-	0%	-	-	-	0%
CFP Grant Income	-	-	-	0%	-	-	-	0%
COCC Fee Income	2,003,914	521,802	1,482,112	>100%	3,980,780	2,607,695	1,373,085	53%
State CIP Fund	-	-	-	0%	-	-	-	0%
Grant Income	33,897	-	33,897	100%	2,257,028	231,096	2,025,932	>100%
Other Income	138,085	608,813	(470,728)	-77%	1,519,589	3,042,923	(1,523,334)	-50%
Total Revenues	**$ 2,175,895**	**1,130,615**	**1,045,280**	**92%**	**7,757,397**	**5,881,714**	**1,875,683**	**32%**
EXPENSES								
Administrative	984,907	1,071,697	(86,790)	-8%	4,456,151	5,339,546	(883,395)	-17%
Asset Management Fees	-	-	-	0%	-	-	-	0%
Management Fees	-	-	-	0%	-	-	-	0%
Bookkeeping Fees	-	-	-	0%	-	-	-	0%
Housing Assistance Payments	-	-	-	0%	-	-	-	0%
Tenant Services	1,067	1,221	(154)	-13%	1,076	6,106	(5,030)	-82%
Utilities	8,584	11,841	(3,257)	-28%	44,859	59,206	(14,347)	-24%
Maintenance	251,704	284,756	(33,052)	-12%	1,135,353	1,425,984	(290,631)	-20%
Protective Services	3,254	3,052	202	7%	16,059	15,261	799	5%
Insurance	2,873	3,149	(276)	-9%	14,364	15,743	(1,379)	-9%
Depreciation Expense	12,599	12,599	-	0%	62,746	62,746	-	0%
Bad Debt Expense	-	-	-	0%	-	-	-	0%
General Expenses	11,973	153	11,819	>100%	45,294	767	44,527	>100%
Total Expenses	**1,276,961**	**1,388,469**	**(111,508)**	**-8%**	**5,775,902**	**6,925,358**	**(1,149,456)**	**17%**
Net Income(Loss)	**$ 898,934**	**(257,854)**	**1,156,788**	**>100%**	**1,981,495**	**(1,043,644)**	**3,025,139**	**>100%**

Hawaii Public Housing Authority
Summary of Capital Funds
As of **11/30/25**

FEDERAL: Capital Fund Program (CFP)

Grant Number	Grant Award	Budgeted Expenditures	Obligated Amount	Actual Expenditures	Actual Exp / Award	Obligation deadline	Expenditure / Contract completion deadline	Potential unused amount as of FYE 6/30/26	Potential unused amount after current FYE 6/30/26	Actual lapsed amt from obligation deadline in CY	Actual lapsed amt upon contracts completion in CY
HI08P001501-20	13,799,958	13,799,958	13,799,958	7,441,365	54%	03/25/24	03/25/26	6,358,593	-		
HI08P001501-21	13,912,038	13,912,038	13,912,038	6,947,168	50%	02/22/24	02/22/26	6,964,870	-		
HI08P001501-22	15,037,163	15,037,163	15,037,163	5,642,633	38%	05/11/25	05/11/27		9,394,530		
HI08P001501-23	14,891,053	14,891,053	14,891,053	6,062,807	41%	02/16/25	02/16/27		8,828,246		
HI08P001501-24	15,384,579	15,384,579	11,454,048	5,384,603	35%	05/05/26	05/05/28	3,930,531	9,999,976		
HI08P001501-25	15,407,155	15,407,155	6,492,504	0	0%	05/12/27	05/12/29		15,407,155		
CFP Totals	**88,431,946**	**88,431,946**	**75,586,764**	**31,478,575**	**36%**			**17,253,993**	**43,629,908**		

STATE: Capital Improvement Program (CIP)

Fiscal Year	MOF	Appropriation	Budgeted Expenditures	Encumbered Amount	Actual Expenditures	Actual Exp / Appropriation	Encumbrance deadline		Potential unused amount as of FYE 6/30/26	Potential unused amount after current FYE 6/30/26	Actual lapsed amt from encumbrance deadline in CY	Actual lapsed amt upon contracts completion in CY	
FY 13-14	**B**	45,000,000	45,000,000	45,000,000	44,371,500	99%	06/30/19		-				
FY 14-15	**B**	26,500,000	26,500,000	26,500,000	25,481,065	96%	06/30/19						
FY 15-16	**B**	5,000,000	5,000,000	4,149,000	3,946,823	79%	06/30/21						
FY 16-17	**B/G**	35,710,000	35,477,313	34,703,929	33,158,790	93%	06/30/21						
FY 17-18	**B**	20,475,000	20,458,558	20,458,558	20,102,519	98%	06/30/23						
FY 18-19	**B**	26,000,000	24,474,598	24,469,798	20,980,913	81%	06/30/23						
FY 19-20	**B**	20,000,000	20,000,000	18,216,661	13,355,496	67%	06/30/25						
FY 20-21	**B**	8,185,000	8,185,000	6,160,046	4,258,715	52%	06/30/25						
FY 21-22	**B**	10,625,000	10,625,000	1,435,884	168,888	2%	06/30/27			9,189,116			
FY 22-23 ACT 253 Vacant	**G**	5,000,000	5,000,000	5,000,000	4,823,426	96%	06/30/23						
FY 22-23	**B**	20,350,000	20,350,000	16,079,545	3,587,508	18%	06/30/27			4,190,155			
FY 23-24	**B/G**	24,400,000	24,400,000	16,486,399	9,706,413	40%	06/30/26		8,041,289			19,173	
FY 24-25 Non-Development	**G**	10,500,000	10,500,000	10,500,000	6,705,176	64%	06/30/25						X
FY 24-25	**B/G**	25,800,000	25,800,000	3,797,635	1,055,769	4%	06/30/26		21,635,210				X
FY 25-26	**B**	10,000,000	0	0	0	0%	06/30/28			10,000,000			
CIP Totals		**293,545,000**	**281,770,469**	**232,957,456**	**191,703,002**	**65%**			**29,676,499**	**23,379,271**	**-**	**19,173**	

III. Procurement

A. Solicitation(s) Issued in December 2025

RFP-FMO-31-2025 to furnish banking services for the Hawaii Public Housing Authority; proposals due January 22, 2026.

B. Contract(s) Executed in December 2025

- MEI Corporation (Contract # CMS 25-33) for $7,966,746.00 to provide labor, material, and equipment for site and building improvements at Waipahu I and Waipahu II, and concrete stairwell spall repair at Puuwai Momi (AMP 30) on Oahu.

- Mitsunaga & Associates, Inc. (Contract # CMS 20-04-SC05) for $269,000.44 to provide a no-cost time extension for continued design and consultant services for site and building improvements at Waipahu I and Waipahu II, and concrete stairwell spall repair at Puuwai Momi (AMP 30) on Oahu, through January 11, 2026.

- Pural Water Specialty Co., Inc. (Contract # PMB 24-05-SC01) for $222,765.95, including a $113,029.49 supplemental amount, to continue preventive maintenance services to major systems at multiple properties under AMP 34, AMP 35, and MU 42 on Oahu, including Kalakaua Homes, Makua Alii, Paokalani, Kalanihuia, Punchbowl Homes, Pumehana, Makamae, Spencer House, Halia Hale, Hale Poai, Kamalu, Hoolulu, and Laiola, through August 31, 2026.

- Lions' Cleaning & Maintenance, Inc. (Contract # PMB 24-01-SC02) for $200,917.56, including a $62,364.92 supplemental amount, to continue custodial services for HPHA administrative offices on Oahu through October 31, 2026.

- Pacific Appliance Group, Inc. (Contract # PMB 22-04-SC03) for $3,598,084.22, including a $360,275.90 supplemental amount, to continue the provision of refrigerators to State and Federal low-income public housing properties on Oahu, Maui, Molokai, Kauai, and Hawaii Island, through September 30, 2025.

C. Planned Solicitation and Contract Activities for January/February 2026

Upcoming Solicitations
- RFQ for tree trimming services at AMP 34.
- RFQ for preventive maintenance services to emergency generators at AMP 30, AMP 34, AMP 35, and MU 42 on Oahu.

- RFQ for roof anchor replacement and shingle repair services at AMP 49 on Oahu.
- RFQ for asbestos and soot removal services at AMP 34 on Oahu.
- IFB for landscape and grounds maintenance services at AMP 38 on Kauai.
- IFB for preventive maintenance and repair services to fire prevention systems at properties under AMP 30, AMP 34, AMP 35, and MU 42 on Oahu.
- IFB for laundry services at AMP 34, AMP 35, AMP 44, and AMP 49 on Oahu.

Planned Contracts

Execute new and supplemental contracts on an as-needed basis, including extensions for property management, preventive maintenance, security, refuse collection, and custodial services, as determined to be in the best interest of the State.

IV. Development

- School Street Elderly Housing Redevelopment is progressing without delay, with vertical construction approximately 64.5% complete as of November and topping off anticipated in Q1 2026.

- Kūhiō Park Terrace Low-Rises and Kūhiō Homes Redevelopment has commenced and is approximately 2.5% complete, with perimeter fencing underway and demolition activities resulting in eight buildings removed to date.

- Ka Lei Momi – Mayor Wright Homes continues to advance, with 90% Construction Documents issued for Phase 1A and Phase 1B, civil and building permits submitted and accepted under a superstructure permit strategy, structural code review approved for Phase 1A, NEPA completed, Section 18 SAC approval received in December, and preparation of the Tenant Protection Voucher application for HUD underway.

- Ka Lei Momi – Kapaa Homes progressed with issuance of the Design Development set in December, 90% Construction Documents anticipated in Q1 2026, permit submittal planned for February 2026, HUD architectural sign-off expected in Q1 2026, Section 18 application anticipated in Q1 2026 pending NEPA FONSI, and publication of the NOI/RROF upon receipt of SHPD's No Adverse Effect determination under Section 106.

- Ka Lei Momi – Ka‘ahumanu Homes Phase 1 remains on track, with Section 106 consultation complete and under SHPD review, FONSI targeted for Q1

2026, and 100% Architectural Schematic Designs progressing pending final subconsultant input.

- Ka Lei Momi – Lānakila Homes completed the NEPA Environmental Assessment, published the FONSI and NOI/RROF on November 7 with the comment period ending November 24, received the Governor's signature on the RROF with submittal to HUD in late December, and finalized 100% Architectural Schematic Designs reviewed by HPHA.

- Ka Lei Momi – Alternate Sites completed initial fit tests for Hale Nana Kai Okea and Kekaha Haaheo, with additional master planning underway and Lokahi and Hale Olaola analyses scheduled to begin in Q1 2026.

V. Property Management and Maintenance Services Branch

- In December 2025, HPHA processed 24 move-ins, 20 move-outs, completed 290 annual reexaminations, 154 interim reexaminations, and facilitated 19 new admissions, ensuring compliance with occupancy standards.

- Contract Monitoring: HPHA conducted 17 site visits, including 8 refuse collection, 3 security, 4 elevator, and 2 laundry service inspections, and continues to strengthen on-site monitoring to supplement AMP oversight of contracted services.

- Vacant Unit Contracts: HPHA completed 87 vacant units as of December 2025.

- Tenant Accounts Receivable: Approximately $3.9 million is owed by former tenants, primarily for unpaid rent and tenant-related charges, with delinquent accounts actively referred to the Department of the Attorney General for collection actions, including tax intercepts and wage garnishments.

- Hearings: HPHA held 11 federal eviction hearings for rent delinquency, resulting in 8 evictions with a 10-business-day cure and 3 continuances, held no State eviction hearings, and conducted no Section 8 informal hearings.

VI. Construction Management

- As of December 30, 2025, HPHA is managing 236 vacant units under the Construction Management Branch (42 state units and 194 federal units), including 144 units under modernization and 92 units under the Emergency Proclamation, with units distributed across Oʻahu (124 units, 52 EP), Kauaʻi (24 units, all EP), Maui (69 units, including 9 EP and 60 demolition), and Hawaiʻi Island (19 units, including 7 EP).

- Vacant unit construction is active statewide, with 10 units remaining in Phase 4, 146 units under Phase 5 reevaluation and contract execution, standard 90-day performance periods (extendable to 120 days if necessary), and AMPs 31, 32, and 33 prioritized to support relocation for the first phase of Mayor Wright Homes redevelopment.

- Multi-site projects advanced with 2025 environmental site assessments completed for all federal sites, while consultants draft assessment reports and continue coordination with community and government stakeholders.

- For State Elderly Projects (MU 42), the Hoolulu and Kamalu fire alarm system upgrades are approximately 95% complete at Hoolulu and 50% complete at Kamalu, and Laiola reroofing, repairs, and site improvements progressed with a bid opening on December 1, 2025, and contract award underway.

- Oʻahu Emergency Proclamation Phase 5 projects commenced at Mayor Wright Homes, Waipahu I, and Hale Laulima, with work at Kamehameha Homes and Kaʻahumanu Homes to follow, while AMP 30 improvements at Waipahu I & II and Puʻuwai Momi have been awarded, contracts executed, and pre-construction coordination scheduled for mid-January 2026.

- At Salt Lake Apartments, ADA Title II and building and site improvement scopes are being finalized by the consultant, while at Kalihi Valley Homes (AMP 31), the Community Center Demolition EA contract has been executed and a community meeting was held on December 10, 2025.

- Kalihi Valley Homes reroofing is progressing with buildings 25 and 28 completed, work ongoing at Building 33, and overall project completion anticipated in Q2 2026, while Puahala Homes major modifications are advancing with consultant engagement pending updated topographic mapping.

- At AMP 34, work continues on Makua Aliʻi burned Unit 1802 repairs and security improvements, including trenching for power to a future guard shack, framing, floor preparation, and plumbing layout.

- Palolo Valley Homes (AMP 50) Phase 4 modernization of 29 units across Buildings 1, 2, 7, 8, and 9 is ongoing, with HECO approval for grading and underground work obtained and contractor awaiting transformer installation to energize buildings.

- On Hawaiʻi Island, Hale Aloha O Puna and Pomaikaʻi Improvements advanced with Phase 2 final inspection completed for Building 4, tenant relocations scheduled for December 29, 2025, final inspection for Building 5 on January 6, 2026, and radon testing scheduled for January 9, 2026, while Kaimalino (AMP 43) site and accessibility upgrades continue with demolition,

hazmat abatement completed, and sitework, fencing, and landscaping underway.

- On Maui (AMP 39), HUD approved the Section 18 demolition of 18 units at David Malo Circle and 42 units at Piʻilani Homes on December 16, 2025, with demolition plans for the five remaining Piʻilani buildings submitted, comments resolved, and permit approval pending.

- For State CIP, HPHA remains on track to meet the June 30, 2026, encumbrance deadline, while Federal CFP projects face award and expenditure risks due to long-lead electrical components, HECO scheduling constraints, contractor reluctance to comply with PLA and BABA requirements, and potential impacts to CFP 730 and 731 expenditure deadlines in February and March 2026.

VII. Section 8 Subsidy Program

- HPHA administers the Housing Choice Voucher (HCV), Project-Based Voucher (PBV), VASH, Non-Elderly Disabled (NED), Mainstream (MS), Performance-Based Contract Administration (PBCA), State Rent Supplement Program (RSP), and Family Self-Sufficiency (FSS) programs, expending $5,044,234 in Housing Assistance Payments (HAP) on behalf of 3,161 households, including 450 VASH families receiving $480,927 in HAP, and leasing 209 MS, EHV, and port-in vouchers with $308,035 in HAP disbursements.

- Under the Emergency Housing Voucher (EHV) program, HUD announced in March 2025 that funding will be depleted by the end of 2026, and HPHA received approval on November 21, 2025, for a waiver allowing EHV households to be placed on the waiting list without opening it, enabling the transition of EHV families to the HCV program without subsidy interruption.

- In December 2025, HPHA completed 14 NSPIRE inspections, with 6 failures, 0 quality control inspections, processed 143 rent comparable requests (142 approved, 1 denied), and continues to allow 30 days for correction, with failures historically not affecting landlord participation.

- Under the State Rent Supplement Program (RSP), HPHA paid $80,261 to 186 families, including $6,041 for new lease-ups and late ARs, with $74,220 paid to 176 families for December, while Catholic Charities-administered Kupuna and Family RSP paid $244,411 to 594 families, including 293 Kupuna households.

- The Family Self-Sufficiency (FSS) program served 28 active participants, with 162 Section 8 graduates and 32 LIPH graduates since inception, 10 of 24

Section 8 participants and 1 of 4 LIPH participants currently eligible for escrow credits, and $4,557.00 in total escrow deposits made in December 2025.

VIII. Compliance Office

- In December 2025, HPHA continued active program reviews to ensure compliance with Federal and State requirements and agency and Board policies, processed 61 reasonable accommodation/modification requests (49 new and 12 reactivated), issued 53 decisions, and carried 64 outstanding requests as of December 30, 2025.

- HPHA responded to Fair Housing inquiries and complaints from tenants and non-tenants, directing tenant matters internally for resolution and referring non-tenant inquiries to appropriate external agencies.

- Construction report reviews continued to identify and address ADA and compliance-related issues.

- HPHA completed its Declaration of Trust and Declaration of Restrictive Covenants (DOT/DORC) update initiative, and all filings with the Bureau of Conveyances are now current.

IX. Human Resources

- As of December 2025, HPHA maintained 305 filled positions, 15 Tenant Aide Program positions, and 74 vacancies.

- Recruitment efforts continued with interviews and hiring decisions across multiple classifications, completion of the legislative vacancy request for the upcoming session, coordination meetings with AMP 38 staff regarding the Kapaa redevelopment, and staffing planning meetings with AMP managers for 2026.

- HPHA will participate in DLIR Workforce Development career events on January 21, 2026 (Keʻehi Lagoon Memorial) and January 28, 2026 (N. Blaisdell Center).

- Training programs conducted in December included Workers' Compensation and SPO Procurement training.

- Workers' compensation activity included one injury at AMP 32/33 with 26 lost-time days, one injury at AMP 35 with no lost time, five employees on TTD for the full month, one AMP 34 employee cleared to return to full duty on

December 11, one AMP 30 employee denied TTD authorization, and one employee on TPD for the full month.

- HPHA will launch a Safety Committee and begin recruiting members, with the first meeting planned for February 2026, to strengthen workplace safety, training, and employee engagement.