

RENTAL HOUSING DEVELOPMENT ASSISTANCE APPLICATION NOVEMBER 1, 2024

204 E RUNDBERG AUSTIN, TEXAS



RUNDBERG FLATS AUSTIN, TEXAS

Rundberg Flats is a proposed 199-unit affordable multifamily development that will be located in Austin. The development will include 1-, 2-, 3-, and 4-bedroom units and will utilize income averaging for residents earning between 50% and 70% of the Area Median Income. The community is a +/- 6.5-acre site that will provide residents with a community room, swimming pool, community porch, fitness center, and other amenities. Units will include 9-foot ceilings, granite countertops, LVT flooring, ceiling fans, balconies, and stainless-steel appliances. There will be three four-story buildings. This site is west of i35 and adjacent to North Lamar Blvd which is a major commercial thoroughfare in the city of Austin. The site is surrounded by established retail including a HEB that will be about a 10-minute walk from the development. Additionally, this site is within 8 miles of the state capitol and has great proximity to other city of Austin amenities such as the Domain and the Mueller which are both within 6 miles of our development.



EXECUTIVE SUMMARY/PROJECT PROPOSAL

	AF	PLICATION CH	IECKLIST/ INFORMATION FORM			
DEVELOPER NAME: Elmington Affordable, LLC			BORROWER ENTITY NAME: ECG Rundberg, LP			
DEVELOPMENT NAME: Rundberg Flats			FUNDING CYCLE DEADLINE: 11/1/2024			
FEDE	RAL TAX ID NO: 99-2359123		DUNS NO: 129374762			
PROJ	ECT ADDRESS: 204 E. Rundberg L	ane	PROGRAM: RHDA			
CONT	ACT NAME: Donnell McGhee		AMOUNT REQUESTED: 2,000,000			
CONT	ACT ADDRESS AND PHONE: 1030	16th Ave South	n, Suite 500, Nashville, TN 37212 (708) 227 7006			
		APPLICATIO	N TABS	INITIALS		
A 1	EXECUTIVE SUMMARY/PROJECT P	ROPOSAL		DM		
	PROJECT SUMMARY FORM			DM		
A 3	PROJECT TIMELINE			DM		
A 4	DEVELOPMENT BUDGET			DM		
A 5	OPERATING PRO FORMA			DM		
A 6	SCORING SHEET			DM		
		ATTACHMEN				
1	ENTITY INFORMATION	1.a.	Detailed listing of developer's experience	DM		
		1.b.	Certificate of Status Statement of Confidence	DM Not Applicable		
		1.c.	Statement of Confidence	Not Applicable		
2	PRINCIPALS INFORMATION	2.a.	Resumes of principals	DM		
		2.b.	Resumes of development team	DM		
		2.c.	Resumes of property management team	DM		
_						
3	FINANCIAL INFORMATION	3.a.	Federal IRS Certification	Not Applicable		
		3.b. 3.c.	Certified Financial Audit Board Resolution	Not Applicable Not Applicable		
		3.c. 3.d.	Financial Statements	DM		
		3.e.	Funding commitment letters .	DM		
4	PROJECT INFORMATION	4.a.	Market Study	DM		
		4.b.	Good Neighbor Policy	DM		
		4.c.	SMART Housing Letter MOU with ECHO	DM		
		4.d. 4.e.	Resident Services	Not Applicable DM		
		4.C.	Tresident Services	Di-i		
5	PROPERTY INFORMATION	5.a.	<u>Appraisal</u>	Not Available		
		5.b.	Property Maps	DM		
		5.c.	Zoning Verification Letter	DM		
		5.d,	Proof of Site control	DM		
Th	e applicant/developer certifies that	5.e.	Phase I ESA ded in this application and the exhibits attached	DM		
'''			ded in this application and the exhibits attached in the submissions will not be considered.	nereto are true dilu		
	SIGNATURE OF APPLICANT		DATE AND TIME STAMP OF RECEIPT			
	ANA					
	PRINTED NAME					
	Donnell McGhee					
	TITLE OF APPLICANT					
	Director of Development					
	DATE OF SUBMISSION		EOD VAILE TIEL ONLY			
	11/1/2024	FOR AHFC USE ONLY				



PROJECT SUMMARY FORM

Project Summary Fol	rm					
1) Project Na	ame	2) Project Ty	pe 3) N	New Construction	on or Rehabilita	ation
Rundberg F		100% Afforda		New Con		
	Address(s) or I	estion Description	<u> </u>	E) I	Mobility Bond (
		ocation Description, Austin, TX 787			Mobility Bond (North Lamar I	
6) Census Tract	7) Council Di		3) Elementary So) Affordability I	Period
18.23	District 4	4 GU	ERRERO THO	MPSON	40 years	
10) Type of Structure	9	11) Occu	pied?	12) How	will funds be u	ısed?
Multi-family		No		(Construction	
	13) 9	ummary of Renta	LUnite by MELL	ovol		
	,	One	Two	Three	Four (+)	
Income Level	Efficiency	Bedroom	Bedroom	Bedroom	Bedroom	Total
Up to 20% MFI						0
Up to 30% MFI						0
Up to 40% MFI						0
Up to 50% MFI		5	13	19	3	40
Up to 60% MFI		9	42	59	9	119
Up to 80% MFI		5	13	19	3	40
Up to 120% MFI						0
No Restrictions	•	40	60	07	45	0
Total Units	0	19	68	97	15	199
		ummary of Units f	or Sale at MFI L	evel		
Income Level	Efficiency	One	Two	Three	Four (+)	Total
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
Total Units	0	0	0	0	0	0
	15) Initiat	ives and Prioritie	s (of the Affordal	ole Units)		
	iative	# of U	nits	Initiative	# (of Units
Accessible Units fo	, ,		Cont	inuum of Care	Units	0
Accessible Units for	Sensory Impair	ments 6				
Use the City of Austin	n GIS Map to Ar	nswer the quest	ions below			
16) Is the property with	-			dor?	Yes	
17) le the property with	sin 1/4 mile of a	Ligh Fraguency	Transit Stan?	L V		
17) Is the property with				<u> </u>	es	
18) Is the property with			Yes			
19) The property has I	-		Yes			
20) Estimated Source		funds				
	<u>Sources</u>	04.440.000	1	<u>Uses</u>		<u> </u>
	Debt	34,449,028				50,000
	Equity	28,402,468	Off-Site Site Work 3,978,3			70 260
	Grant Other	5,295,362				78,360 95,375
Deferred Deve		5,235,502	1	Oit Americas	<u>'</u>	55,575
(not applicable f	•	3,137,400		Building Costs	31.7	06,046
Previous AHFC		, ,	-			95,916
Current AHFC		2,000,000	<u> </u>			01,467
			=	Financing	11,6	63,094
				eveloper Fees		94,000
	Total \$	73.284.258		Total	\$ 73.2	84.258



PROJECT TIMELINE

	Develo	pment Sch				
			Start Date	End Da		
Site Control			Mar-2		Sep-24	
Acquisition			May-2			
Zoning			Mar-2	24	Sep-24	
Environmental Rev						
Pre-Developmen	Feb-2	24	May-25			
Contract Execution			Feb-2	24		
Closing of Other Fir	nancing		Jan-2	25	May-25	
Development Servi	ces Review		Sep-2	24	Apr-25	
Construction			Jun-2	25	May-27	
Site Preparation			Jun-2	25	Sep-25	
25% Complete			Dec-2	25		
50% Complete			Apr-2	26		
75% Complete			Aug-2	26		
100% Complete			May-2	27		
Marketing			Apr-2	26	Nov-26	
Pre-Listing			Sep-2	26	Nov-26	
Marketing Plan			Apr-2	26	Nov-26	
Wait List Process						
Disposition			Nov-2	26	May-28	
Lease Up			Nov-2	26	Aug-27	
Close Out			Sep-2	27	May-28	
Dec-14	Sep-17	Jun-20	Mar-23	Dec-25	Sep-28	Jun
Site Control						
Acquisition				•		
Zoning						
Environmental Review			_			
Pre-Development						
Contract Execution			•			
Closing of Other Financing						
Development Services Review						
Construction						
Site Preparation						
25% Complete						
50% Complete				•		
75% Complete						
100% Complete					•	
Marketing					•	
Pre-Listing						

Marketing Plan Wait List Process Disposition Lease Up Close Out



DEVELOPMENT BUDGET

Development Budget						
	Requested AHFC Description					
	Total Project Cost	Funds	Description			
Pre-Development						
Appraisal	12,000		Includes market study			
Environmental Review	125,000		Includes environmental, geotech			
ngineering	350,000					
urvey	25,000					
rchitectural	650,000					
Subtotal Pre-Development Cost	\$1,162,000	\$0				
acquisition						
ite and/or Land	5,750,000					
tructures						
Other (specify)						
Subtotal Acquisition Cost	\$5,750,000	\$0				
Construction						
nfrastructure						
ite Work	4,773,735					
emolition						
oncrete	1,574,955					
lasonry	1,464,861					
ough Carpentry	7,170,736					
inish Carpentry	5,367,040		Includes drywall, flooring, appliances, cabinets, decorating			
Vaterproofing and Insulation	2,168,992	250,000				
oofing and Sheet Metal	441,404					
lumbing/Hot Water						
VAC/Mechanical	6,108,865		Includes HVAC, Mechanical, Plumbing, Elevators			
lectrical	2,964,726	250,000				
oors/Windows/Glass	1,885,588					
ath and Plaster/Drywall and Acoustical						
iel Work						
oft and Hard Floor						
aint/Decorating/Blinds/Shades						
pecialties/Special Equipment	1,280,163					
abinetry/Appliances						
arpet						
ther (specify)	6,650,768		Includes insurance, GC Fee's, P&P Bonds, Permits, Impact			
onstruction Contingency	2,073,989	4	Includes hard cost contingency, soft cost contingency			
Subtotal Construction Cost	\$43,925,822	\$2,000,000				
oft & Carrying Costs	225 222					
egal	825,000					
audit/Accounting itle/Recordin	15,000					
•	300,000					
architectural (Inspections)	150,000		Includes additional interest expense for bands			
Construction Interest	8,978,082		Includes additional interest expense for bonds			
onstruction Period Insurance	500,000					
onstruction Period Taxes						
elocation	100.000					
Narketing	100,000					
avis-Bacon Monitoring	0.004.000					
eveloper Fee	8,094,000		Possenius EEQE ND Foo Loan Foos Family Foos Issuence			
Other (specify)	3,484,354	\$0	Reserves, FF&E, NP Fee, Loan Fees, Equity Fees, Issuance			
Cultivated Coft O Caussian Control			1			
Subtotal Soft & Carrying Costs	\$22,446,436	٥				



OPERATING PROFORMA

15 Year Rental Housing Operating Pro Forma (RHDA)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$3,984,360	\$4,064,047	\$4,145,328	\$4,228,235	\$4,312,799	\$4,761,679	\$5,257,278
Secondary Income	\$47,760	\$48,715	\$49,690	\$50,683	\$51,697	\$57,078	\$63,018
POTENTIAL GROSS ANNUAL INCOME	\$4,032,120	\$4,112,762	\$4,195,018	\$4,278,918	\$4,364,496	\$4,818,757	\$5,320,296
Provision for Vacancy & Collection Loss	-\$302,409	-\$308,457	-\$314,626	-\$320,919	-\$327,337	-\$361,407	-\$399,022
Rental Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EFFECTIVE GROSS ANNUAL INCOME	\$3,729,711	\$3,804,305	\$3,880,392	\$3,957,999	\$4,037,159	\$4,457,350	\$4,921,274
EXPENSES							
General & Administrative Expenses	\$92,900	\$95,687	\$98,558	\$101,514	\$104,560	\$121,213	\$140,520
Management Fee	\$121,871	\$124,308	\$126,795	\$129,330	\$131,917	\$145,647	\$160,806
Payroll, Payroll Tax & Employee Benefits	\$268,650	\$276,710	\$285,011	\$293,561	\$302,368	\$350,527	\$406,357
Repairs & Maintenance	\$149,250	\$153,728	\$158,339	\$163,090	\$167,982	\$194,737	\$225,754
Electric & Gas Utilities	\$87,250	\$89,868	\$92,564	\$95,340	\$98,201	\$113,841	\$131,973
Water, Sewer & Trash Utilities	\$91,850	\$94,606	\$97,444	\$100,367	\$103,378	\$119,843	\$138,931
Annual Property Insurance Premiums	\$149,250	\$153,728	\$158,339	\$163,090	\$167,982	\$194,737	\$225,754
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Replacements	\$49,750	\$51,243	\$52,780	\$54,363	\$55,994	\$64,912	\$75,251
Other Expenses	\$48,960	\$50,429	\$51,942	\$53,500	\$55,105	\$63,882	\$74,056
TOTAL ANNUAL EXPENSES	\$1,059,731	\$1,090,307	\$1,121,772	\$1,154,155	\$1,187,487	\$1,369,339	\$1,579,402
NET OPERATING INCOME	\$2,669,980	\$2,713,998	\$2,758,620	\$2,803,844	\$2,849,672	\$3,088,011	\$3,341,872
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$2,274,519	\$2,274,519	\$2,274,519	\$2,274,519	\$2,274,519	\$2,274,519	\$2,274,519
Second Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Third Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL NET CASH FLOW	\$355,461	\$399,479	\$444,101	\$489,325	\$535,153	\$773,492	\$1,027,353
CUMULATIVE NET CASH FLOW	\$355,461	\$754,940	\$1,199,041	\$1,688,366	\$2,223,519	\$5,495,132	\$9,997,244
Debt Coverage Ratio	1.15	1.17	1.19	1.21	1.23	1.33	1.44



TAB A5.5

UNIT SF

Bedroom Type	Income Level	Unit Square Footage	# of Units	Total Sq Footage
1-bdrm	50% MFI	742	5	3,710
1-bdrm	60% MFI	742	9	6,678
1-bdrm	80% MFI	742	5	3,710
2-bdrm	50% MFI	1,015	13	13,195
2-bdrm	60% MFI	1,015	42	42,630
2-bdrm	80% MFI	1,015	13	13,195
3-bdrm	50% MFI	1,274	19	24,206
3-bdrm	60% MFI	1,274	59	75,166
3-bdrm	80% MFI	1,274	17	21,658
3-bdrm	80% MFI	1,357	2	2,714
4-bdrm	50% MFI	1,509	3	4,527
4-bdrm	60% MFI	1,509	9	13,581
4-bdrm	80% MFI	1,509	3	4,527
				-
				-
				-
				-
				-
				-
				-
		Total	199	229,497

Average So	Average Square Foot AHFC Units at or Below 50% MFI					
Efficiency	1-bdrm	2-bdrm	3-bdrm	4-bdrm		
-	742	1015	1274	1509		



SCORING SHEET

Project Name	Rundberg Flats	
Project Type Council District	100% Affordable District 4	
Council District Census Tract	18.23	
Prior AHFC Funding	\$0	
Current AHFC Funding Request Amount	\$2,000,000	
Estimated Total Project Cost	\$73,284,258	
High Opportunity	No	
High Displacement Risk	NO	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor SCORING ELEMENTS	North Lamar Blvd	Description
UNITS		Description
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	0	# of rental units at < 30% MFI
District Goal	5%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit
Imagine Austin	7% 6%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion Mobility Bond Corridor	8%	% of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors
SCORE	0	% of annual goal * units * 50%, max of 75
< 40% MFI	0	# of rental units at < 40% MFI
< 50% MFI	40	# of rental units at < 50% MFI
District Goal	5%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion Mobility Bond Corridor	6% 8%	% of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors
SCORE	3	% of annual goal * units * 25%, max of 75
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	5%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	6%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	8% 0	% of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 50%, max of 75
SCORE < 80% MFI	0	# of units for purchase at < 80% MFI
District Goal	5%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	6%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	8%	% of City's affordable housing goal within mobility bond corroidors
SCORE Unit Score	3	% of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300
INITIATIVES AND PRIORITIES	<u>s</u>	IMAXIMOM SCORE - 500
Continuum of Care	0	Total # of units provided up to 100 per year
Continuum of Care Score	0	(total CoC Units/100 + HF Units/50)*20
Access to Healthy Food	Yes	Within 1 Mile of Healthy Food (City GIS)
Continuum of Care Weighted Score	0	Mobility, Access to Jobs, Community Institutions, Social Cohesion
2 Bedroom Units	13	Total Affordable 2 Bedroom units
3 Bedroom Units	19	Total Affordable 3 Bedroom units
4 Bedroom Units	3 18	Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20
Multi-Generational Housing Score TEA Grade	90	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	4	Educational Attainment, Environment, Community Institutions, Social Cohesion,
Accessible Units	26	mobiltiy and sensory units
Non-PSH, Non-Voucher Under 20% MFI	0	Total units under 20% MFI
Accessibility Score	13	Accessible Unit/Total Units * 20
Metro Access Service	Yes	Within 3/4 mile of fixed route transit
Accessibility Weighted Score	2	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score UNDERWRITING	37	MAXIMUM SCORE = 200
AHFC Leverage	14%	% of total project cost funded through AHFC request
Leverage Score	24	3 points per 5% reduction in leverage below 50% (max 30)
AHFC Per Unit Subsidy (including prior amounts)	\$50,000	Amount of assistance per unit
Subsidy per unit score	19	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC Per Bedroom Subsidy	\$20,000	Amount of assistance per bedroom
Subsidy per Bedroom Score	23	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt Coverage Ratio (Year 5)	1.23 23.12156435	Measured at the 5 Year mark
Debt Coverage Ratio Score Underwriting Score	23.12156435	Minimum = 1.0; Maximum = 1.5; 1.25 = best score MAXIMUM SCORE = 100
Onderwriting Score APPLICANT	00	INFORMACINI SCORE - 100
FINAL QUANTITATIVE SCORE	120	THRESHOLD SCORE = 50
Previous Developments		
Compliance Score		
Proposal		
Supportive Services		
Development Team		
Managament Town		
Management Team Notes		



ATTACHMENT 1 – ENTITY INFORMATION

1A. DETAILED LISTING OF DEVELOPER'S EXPERIENCE



BETTER HOUSING

ADVANCING COMMUNITIES



OVER UNITS DEVELOPED

ELMINGTON CURRENTLY HAS

6,168

MULTIFAMILY UNITS IN THE PIPELINE

and is one of the largest developers of affordable housing in the nation*

ELMINGTON CONSTRUCTION WILL COMPLETE OVER

SG25 MILLION

IN MULTIFAMILY PROJECTS BY THE END OF 2024*



6 PRIMARY LINES OF BUSINESS

ELMINGTON

- Completed acquiring 38 assets covering the four primary asset types (multifamily, office, retail, industrial) over the past 12 years
 - Purchased over \$600 million of real estate
- Raised over \$220 million of largely high net worth capital
- Currently own 1.5 million square feet of commercial space in the middle Tennessee region

ELMINGTON RESIDENTIAL

- Total of 4,715 homes either developed or under construction currently
- 750 homes in pre-development (under contract)
 - \$375mm in total capitalization to date (since founding in 2017)
 - \$150mm in equity invested to date

ELMINGTON

ELMINGTON AFFORDABLE

- 5,350 units delivered to the market with additional 4,705 units under construction
 - 6,168 units in the development pipeline which will increase the unit count to 16,223
- Total dollar value of units delivered or under construction is \$2.2 billion
- Total equity raised for units delivered or under construction is \$733 million

ELMINGTON PROPERTY MANAGEMENT

- Currently managing 195 properties with over 31,000 units across 14 states
- Partnering with 56 different owners to manage a diverse assortment of multi-family housing
- Specializing in conventional, affordable, build-to-rent, senior, and mixed income

FORTRESS

- 43,000 units live on the Fortress software
- An additional 9,300 units signed to be onboarded in Q3/Q4 2023
- Annual Recurring Revenue (ARR) of \$4.1M at the end of 2022;
 Projected to end 2023 with ARR of \$8.4M.
 - \$14M in capital raised to date

ELMINGTON CONSTRUCTION

- Currently constructing 17 projects totaling 3,650 units in 6 states
 - Delivered 15 projects to date totaling over 2,704 units
 - Over the past 5 years, revenue has increased from \$36 million to over \$250 million

2018

DEVELOPMENT OF

452 UNITS BEGINS

Nashville and Knoxville

WHEN HE H

..... 田田田田 田田田田

Two projects in

2014 TWO NEW PROJECTS START CONSTRUCTION IN MEMPHIS, TN Crescent Bluff II and 2nd Street Flats are added to the Memphis, TN portfolio



2013 HICKORY LAKE STARTS **CONSTRUCTION** First acquisition rehab project of 322 unit development in Nashville, Tennessee



2015 FIRST PROJECT OUTSIDE OF TN STARTS CONSTRUCTION The Carroll Building in Waterbury, Connecticut

2014



2016

2016

UPTOWN FLATS AND

PATTERSON FLATS START

Uptown and Patterson Flats in

Memphis, Tennessee

CONSTRUCTION IN MEMPHIS,

DEVELOPMENT OF 1.033 UNITS BEGINS Five projects in Memphis and Nashville

2017

2017

Elmington

is formed

Construction

2017

2019 DEVELOPMENT OF 1.227 UNITS BEGINS Six projects in Nashville and Knoxville; first project in Charlotte, North Carolina

2019

2019

FIRST PROJECTS AS

in Knoxville. Tennessee

GENERAL CONTRACTORS

Elmington Construction serves

as General Contractor for two

new construction developments

2020 **DEVELOPMENT** OF 946 UNITS BEGINS Four projects in Nashville, Memphis, and Charlotte

2021

2020

2021

DEVELOPMENT OF

2,483 UNITS BEGINS

Nashville, and Memphis;

Eleven projects in Charlotte,

first projects in Austin, Texas

2022 **DEVELOPMENT OF** 1.134 UNITS BEGINS Six projects in Nashville, Charlotte, and Huntsville;

first two projects in Alabama

2023

DEVELOPMENT OF

1,235 UNITS BEGINS

Seven projects in Florida,

Ohio, Texas, and Tennessee.

2024 **OVFR THIRTY**

2024

NEW PROJECTS

IN THE WORKS

2010 **Elmington Capital** Group formed.

2010

2011

FIRST PROJECT

Crescent Bluff in

BREAKS GROUND

Memphis, Tennessee

2011

starts construction

2012 **Elmington Property** Management is started

2012

2013

2013

Elmington Affordable Division is created

2015

2015

Elmington Commercial exceeds \$100 million in equity commitments

2017

2018

Elmington Residential division created to develop single-family build-for-rent communities

2021

2022

Completed sale of final multi-family value-add community

2023

ELMINGTON PROPERTY MANAGEMENT

PROPERTY AND ASSET MANAGEMENT SERVICES

Elmington Property Management has an undisputed track record of hands-on property, asset, and facilities management, as outlined below:

- EPM alone is entrusted with over \$417 Million in rent receipts per year, a number that is ever-growing with our increased footprint and client partnerships.
- Elmington manages more than 31,000 apartment units with a focus on fostering healthy communities for our residents and neighbors.
- Our property team understands the market, prospects, and residents. We want everyone to participate in the process of building community.



ElmingtonDevelops.com *Updated Apr. 2024



BETTER HOUSING

RAISING STANDARDS SINCE 2010

Elmington is a privately owned real estate investment and development firm, focusing on Affordable and Workforce housing. We are national leaders in the development, acquisition, construction, and management of affordable, workforce, mixed-use, and mixed-income communities.

As deep-rooted investors in neighborhoods and collaborators with non-profit organizations, we focus on improving communities to enhance the lives of those who inhabit them while also adding lasting value. We create better housing through development, re-positioning, effective operations, and creative capitalization. Our extensive experience with 4% and 9% Low-Income Housing Tax Credits (LIHTCs), tax-exempt bond-financing, tax-increment financing (TIF), HUD rental assistance programs, and an array of other development strategies make us experts and an invaluable resource to our partners.

ADVANCING COMMUNITIES

COMMUNITY-ORIENTED. DIVERSITY-FOCUSED.

Our philosophy is simple: people are the difference. We believe in investing in the future of the communities in which we operate, beyond just the buildings we develop. Elmington supports a variety of schools and non-profit organizations that are making a positive impact on the neighborhoods we serve.

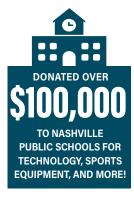
Incorporating a diversity of perspectives improves the quality of the built environment, and we are committed to advancing diversity and maximizing opportunities for underrepresented communities in all of our projects. These efforts include setting diversity goals in our development activities and encouraging our partners to do the same, investing in underresourced communities, and proactively working to attract, develop, and retain team members with diverse backgrounds and perspectives.





IMPACT

- Our team collaborates with Elmington Elevates, a registered 501c3 and the charitable arm of our parent company, to provide school supplies, canned food, and toys to children in the states Elmington serves.
- Elmington Construction built a 10,000 sq ft office and program space for Salama Urban Ministries, a youth development organization, at Hillside Flats in Nashville, TN.
- In 2022, Elmington received an \$18.8 million loan from Amazon's Housing Equity Fund to develop Harpeth Valley Apartments in an effort to create more inclusive solutions to the affordable housing crisis.
- Resident services at each of our properties are customized to fit the communities we serve, including Senior Services, Budgeting and Financial Education, and Career and Workforce Development Training.
- Sustainability is an important aspect of everything we build. We are leaders in the adoption of solar technology in workforce housing. Our developments commonly incorporate EnergyStar, NGBS Green Building Standards, and other energy efficiency and sustainability designations and are verified by independent third parties.











12TH & WEDGEWOOD

NASHVILLE, TN

Mixed-income development in the heart of Nashville. All units restricted to tenants with incomes ranging from 60% AMI - 120% AMI.

- Open Floorplans with Spacious Closets
- Granite Countertops
- Stainless Steel Appliances
- Control Gated Access
- Attached Parking Garage
- 10 Foot Ceilings
- Large Balconies
- Hardwood-Like Flooring
- Washer/Dryer Provided in Units

NUMBER OF UNITS 170 ALLOCATION OF 4% LIHTCS UNIQUE PUBLIC/PRIVATE PARTNERSHIP WITH METRO NASHVILLE PROPERTY TAX ABATEMENT ElmingtonDevelops.com



12TH & WEDGEWOOD



ARCHDALE FLATS

CHARLOTTE, NC

Affordable housing development serving family and elderly residents who make 30-80% AMI or less.

- Fitness Center
- Balconies/Patios
- Resident Business Center
- Resident Lounge
- Non Smoking Community
- Stainless Steel Appliances
- Secured Access Building
- On Site Management and Maintenance
- Wood-look floors Washer/Dryer in Units
- Oversized Closets

NUMBER OF UNITS 333

TAX EXEMPT BONDS

ALLOCATION OF 4% LIHTCS

PROPERTY TAX ABATEMENT

RAD VOUCHER RELOCATION

RAD VOUCHER RELOCATION
ElmingtonDevelops.com







CHESTNUT FLATS

CHATTANOOGA, TN

Income restricted modern apartment community located outside Downtown Chattanooga with access to I-24.

- Gated Community
- Fitness Center
- Balconies/Patios
- Large Floor Plans
- Oversized Closets
- Stainless Steel Appliances
- Wood-look floors and 9-ft ceilings
- Affordable Housing income restrictions apply
- On Site Management & Maintenance
- Washer/Dryer Connections
- Cable Ready
- Garden Tubs

NUMBER OF UNITS 199

ALLOCATION OF 4% LIHTCS
HUD 223(F) LOAN
EPA BROWNFIELD REDEVELOPMENT LOAN
PROPERTY TAX ABATEMENT

ElmingtonDevelops.com





CHESTNUT FLATS | CHATTANOOGA, TN



THE CARROLL BUILDING

WATERBURY, CT

Five story, historic residence building restoration conveniently located in downtown Waterbury.

- Spacious Floorplans
- Granite Countertops
- Hardwood-Like Flooring
- Fully-Equipped Kitchen
- Historic Charm
- Fitness Center
- Laundry On-Site
- Courtyard
- Street Parking
- Access to Downtown
- Located Downtown and Conveniently on a Busline

NUMBER OF UNITS 35

HISTORIC TAX CREDITS
ALLOCATION OF 9% LIHTCS
CT DOH OF HOUSING FLEX LOAN
CT ENTERPRISE ZONE PROP TAX ABATEMENT
ALLOCATION OF NEW PROJECT BASED VOUCHERS
CT LIGHT & POWER ENERGY EFFICIENCY REBATE
SHELTER PLUS CARE UNITS

ElmingtonDevelops.com



HOBSON FLATS

NASHVILLE, TN

Hobson Flats is conveniently located on Hobson Pike near Murfreesboro Pike.

- Open Floorplans with Spacious Closets
- Granite Countertops
- Stainless Steel Appliances
- Resort-Style Pool
- 10 Foot Ceilings
- Large Balconies
- Hardwood-Like Flooring
- Washer/Dryer Connections

NUMBER OF UNITS 267

TAX EXEMPT BONDS
ALLOCATION OF 4% LIHTCS
PROPERTY TAX ABATEMENT
CITC QUALIFIED LOW-RATE LOAN







WILDHORSE FLATS

AUSTIN, TX

Affordable housing development serving families who make 60% AMI or less.

- Fitness Center
- Balconies/Patios
- Resident Business Center
- Swimming Pool
- Non Smoking Community
- Stainless Steel Appliances
- Gated Community
- On Site Management and Maintenance
- Wood-look floors
- Washer/Dryer in Units
- Oversized Closets
- Austin Energy Green Building Certified

NUMBER OF UNITS 310

TAX EXEMPT BONDS
ALLOCATION OF 4% LIHTCS
PROPERTY TAX ABATEMENT
SALES TAX ABATEMENT





HILLSIDE FLATS

NASHVILLE, TN

Hillside Flats is located just south of Downtown Nashville on Edgehill Ave. near Eighth Ave. S.

- Open Floorplans with **Spacious Closets**
- Granite Countertops
- Stainless Steel Appliances
- 10 Foot Ceilings
- Large Balconies
- Hardwood-Like Flooring
- Washer/Dryer Provided in Units

NUMBER OF UNITS 267

TAX EXEMPT BONDS ALLOCATION OF 4% LIHTCS PROPERTY TAX ABATEMENT CITC QUALIFIED LOW-RATE LOAN

ElmingtonDevelops.com







MOSS GROVE

KNOXVILLE, TN

Moss Grove is located just minutes from Downtown Knoxville off Kingston Pike near Moss Grove Blvd.

- Open Floorplans with Spacious Closets
- Granite Countertops
- Stainless Steel Appliances
- 9 Foot Ceilings
- Large Balconies
- Hardwood-Like Flooring
- Washer/Dryer Connections
- Swimming Pool
- Fitness Center

NUMBER OF UNITS 192

ALLOCATION OF 4% LIHTC
PROPERTY TAX ABATEMENT
CITC QUALIFIED LOW-RATE LOAN











BURKLE & MAIN

MEMPHIS, TN

Burkle & Main is an affordable housing, income restricted community located near Uptown Memphis.

- Open Floorplans with Spacious Closets
- Granite Countertops
- Stainless Steel Appliances
- 10 Foot Ceilings
- Large Balconies
- Hardwood-Like Flooring
- Washer/Dryer Provided in Units

NUMBER OF UNITS 126

ALLOCATION OF 4% LIHTC
PROPERTY TAX ABATEMENT
CITC QUALIFIED LOW-RATE LOAN





BURKLE & MAIN





2ND STREET FLATS Memphis, TN



12TH & WEDGEWOOD Nashville, TN



3600 CAPITOL Austin, TX



ALLEGHANY CROSSING Charlotte, NC



ARCHDALE FAMILY Charlotte, NC



ARCHDALE SENIOR Charlotte, NC



BLUE RIDGE Austin, TX



BURKLE & MAIN Memphis, TN



THE CARROLL BUILDING Waterbury, CT



CHESTNUT FLATS Chattanooga, TN



CHESTNUT HILL Nashville, TN



CLARKSVILLE HEIGHTS Clarksville. TN



CLARKSVILLE PIKE Nashville, TN



CRESCENT BLUFF I Memphis, TN



CRESCENT BLUFF I Memphis, TN



DAFFAN LANE Austin, TX



DRY CREEK FLATS Harvest, AL



EAST SIDE FLATS Charlotte. NC



THE FLATS AT 2109 Charlotte, NC



THE FLATS AT POND GAP Knoxville, TN



THE FLATS AT WEST BOULEVARD Charlotte, NC



FORUM FLATS Memphis, TN



FREEDOM FLATS Charlotte, NC



HALLMARK STATION Nashville, TN



HARPETH VALLEY Nashville, TN



THE HEIGHTS AT 8200 Nashville, TN



THE HEIGHTS AT 8721 Austin, TX



HERMITAGE FLATS Nashville, TN



HICKORY LAKE Nashville, TN



HILLSIDE FLATS Nashville, TN



HOBSON FLATS Nashville, TN



KINGSPARK COMMONS Charlotte, NC



MILLINGTON FLATS Millington, TN



MONROVIA FLATS Huntsville, AL



MOSS GROVE Knoxville, TN



NORTH LIGHTS Nashville, TN



OAKWOOD FLATS Nashville, TN



THE PATTEN Chattanooga, TN



PATTERSON FLATS Memphis, TN



RIDGE ROADS FLATS Tallahassee, FL



ROBINSON FLATS Old Hickory, TN



SOUTHSIDE FLATS Knoxville, TN



SUTHERLAND 1 Knoxville, TN



SUTHERLAND 2 Knoxville, TN



TILLMAN COVE Memphis, TN



UNION COMMONS FAMILY Cincinnati, OH



UNION COMMONS SENIOR Cincinnati, OH



UPTOWN FLATS Memphis, TN



WILDHORSE FLATS Austin, TX



YAGER FLATS Austin, TX



YOUNG HIGH FLATS Knoxville, TN

Elmington Affordable Track Record Friday, November 1, 2024

Completed Projects and Acquisitions

Deal Name	Property Name	Location	Units	Туре	Affordability Restrictions	Program	Closing/Funding Date	Completion/Cert. of Occupancy Date
CG Hickory Lake, LP	Hickory Lake Apts	Nashville, TN	322	Acq / Rehab	322 at 60%	4%	6/27/2012	27-May-15
CG Crescent, LLC / TOV Virginia Partners, LP	Crescent Bluff I	Memphis, TN	72	New Construction	8 at 50%, 64 at 60%	9%	12/5/2013	13-Mar-13
CG Virginia, LP	Crescent Bluff II	Memphis, TN	172	New Construction	36 at 50%	9%	12/19/2013	15-Oct-15
CG New Blossom Partners, LP	2nd Street Flats	Memphis, TN	64	New Construction	13 at 50%, 51 at 60%	9%	3/5/2014	15-Sep-15
CG Station, LP	ECG Station (Hallmark Station)	Nashville, TN	66	Acq / Rehab	7 at 50%, 59 at 60%	9%	9/23/2015	27-Nov-13
G Patterson, LP	Patterson Flats	Memphis, TN	194	New Construction	120 at 60%	4%	8/15/2016	31-Oct-18
G Uptown, LP	Uptown Flats	Memphis, TN	155	New Construction	117 at 60%, 38 - 8bb units	4%	11/22/2016	30-May-18
G Hermitage, LP	Hermitage Flats	Nashville, TN	267	New Construction	267 at 60%	4%	7/13/2017	21-Dec-18
G Old Hickory, LP	Robinson Flats	Nashville, TN	209	New Construction	209 at 60%	4%	11/21/2017	24-Oct-19
G Forum, LP	Forum Flats	Memphis, TN	205	New Construction	205 at 60%	4%	12/13/2017	5-Mar-20
G Chestnut, LP	Chestnut Flats	Chattanooga, TN	199	New Construction	112 at 60%, 87 w/ Vouchers	4%	12/19/2017	22-Oct-19
G Wedgewood, LP	12th & Wedgewood	Nashville, TN	160	New Construction	67 at 60%, 63 at 100%, 30 at 120%	4%	12/19/2017	24-Jan-20
G Martin Mill, LP	Southside Flats (Martin Mill)	Knoxville, TN	172	New Construction	112 at 60%, 60 w/ PBV	4%	4/25/2018	20-Apr-20
G Oakwood, LP	Oakwood Flats	Nashville, TN	280	New Construction	210 at 60%, 70 w/ PBV	4%	4/30/2018	12-Mar-20
3 Pond Gap, LP	Flats at Pond Gap	Knoxville, TN	102	New Construction	43 at 60%, 59 w/ PBV	4%	4/1/2019	31-Mar-21
3 Young High, LP	Young High Flats	Knoxville, TN	156	New Construction	147 at 60%, 9 w/ PBV	4%	6/7/2019	24-Feb-21
en Affordable Partners, LP	Patten Towers	Chattanooga, TN	221	Acq / Rehab	221 at 60%	4%	6/7/2019	1-Mar-21
G North Main, LP	Burkle & Main	Memphis, TN	126	New Construction	126 at 60%	4%	11/7/2019	4-Oct-21
Hillside, LP	Hillside Flats	Nashville, TN	290	New Construction	138 at 40% PBV, 52 at 60%, 100 at 80%	4%	11/26/2019	30-Aug-21
Archdale Family, LP	Archdale Family	Charlotte, NC	202	New Construction	36 at 30%, 116 at 60%, 50 at 80%	4%	12/30/2019	29-Sep-22
Archdale Seniors, LP	Archdale Senior	Charlotte, NC	131	New Construction	7 at 30%, 23 at 50%, 79 at 60%, 22 at 80%	4%	12/30/2019	8-Dec-22
Moss Grove, LP	Moss Grove	Knoxville, TN	192	New Construction	46 w/ PBV, 100 at 60%, 46 at 70%	4%	3/26/2020	8-Oct-21
G Trinity, LP	North Lights	Nashville, TN	210	New Construction	10 at 50%, 109 at 60%, 10 at 70%	4%	6/9/2020	10-Feb-22
O Hobson, LP	Hobson Flats	Nashville, TN	324	New Construction	324 at 60%	4%	6/24/2020	2-Nov-21
G Wildhorse, LP	Wildhorse Flats	Austin, TX	310	New Construction	310 at 60%	4%	1/21/2021	6-Mar-24
O Wilkinsville, LP	Millington Flats (Wilkinson)	Millington, TN	80	New Construction	2 at 50%, 76 at 60%, 2 at 70%	9%	3/18/2021	10-Oct-22
3 Ashlev, LP	The Flats at 2109 (Ashley Flats)	Charlotte, NC	150	New Construction	8 at 30%, 130 at 60%, 12 at 80%	4%	4/30/2021	3-Apr-24
G Freedom, LP	Freedom Flats	Charlotte, NC	220	New Construction	11 at 30%, 209 at 60%	4%	10/7/2020	28-Apr-24
AL ,			5.251					

Under Construction								
Deal Name	Property Name	Location	Units	Туре	Affordability Restrictions	Program	Date Closed	Completion/Cert. of Occupancy Date



ATTACHMENT 1 – ENTITY INFORMATION

1B. CERTIFICATE OF STATUS



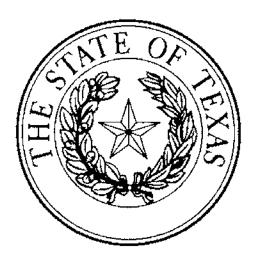
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for ECG Rundberg, LP (file number 805494793), a Domestic Limited Partnership (LP), was filed in this office on April 04, 2024.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 01, 2024.



gave Helson

Jane Nelson Secretary of State

Phone: (512) 463-5555 Fax: (512) Prepared by: SOS-WEB TID:

Dial: 7-1-1 for Relay Services Document: 1419705310004



ATTACHMENT 1 – ENTITY INFORMATION

1C. STATEMENT OF CONFIDENCE

RUNDBERG FLATS

AUSTIN, TEXAS

ATTACHMENT TABS

Attachment 1 – Entity Information (N/A)

1c. Statement of Confidence (N/A)



ATTACHMENT 2 – PRINCIPALS INFO

2A. RESUMES OF PRINCIPALS



C. HUNTER NELSON, PRESIDENT – ELMINGTON AFFORDABLE, LLC

Hunter provides leadership on Elmington's affordable housing portfolio. With an expertise in Low Income Housing Tax Credit (LIHTC) development, Hunter oversees Elmington's 4% bond financed and 9% competitive tax credit development portfolio. He is responsible for the affordable housing strategic direction and day to day operations, including sourcing new construction and rehabilitation deals, project management, financial analysis, government relations, syndication, and due diligence activities. As the principal of the firm, he participates in determining overall corporate growth objectives.



DEANNA MOORE, PRESIDENT – ELMINGTON PROPERTY MANAGEMENT, LLC

DeAnna brings a 25-year career and an innovative, results-driven approach to real estate leadership. A Texas native and Texas Tech alumna based in Nashville, she is a devoted University of Texas Longhorns fan. DeAnna, recognized for leading portfolios exceeding \$3 billion, excels in new business development and building trusting client relationships. Her transformative leadership highlights a commitment to revenue growth and enhanced customer experiences. Notably, she implemented a customer-centric sales model, centralized sales organization, and Sales Excellence BI dashboard. DeAnna's goal at Elmington is clear—improving



multifamily real estate efficiency while championing equity and value for employees and clients. With a unique blend of expertise, she is set to lead Elmington into a new era of prosperity and innovation.

CARY ROSENBLUM, PRINCIPAL

As a founding member, Cary oversees Elmington's corporate operations and its six primary business divisions: Property Management, Affordable Housing Development, Commercial Property Investment & Management, Construction, and Single-Family Build-to-Rent platform. Cary focuses on developing and managing Elmington's operational and financial goals and strategic growth plans. Cary is also involved with investment and financing activities, focusing on identification of assets for acquisition and development, new business development, and corporate relations with financial partners. Elmington currently



owns, operates, and manages over 40,000 apartments units and 1.5 million square feet of office, retail and industrial space throughout the Southeast and Midwest United States with a staff of over 1000 dedicated professionals.

BEN BREWER, PRINCIPAL

As a founding member, Ben is responsible for the overall growth objectives of Elmington and its family of companies. He is involved in the growth of the existing business and the expansion of Elmington into new opportunities. Through this role, he has been integral in growing Elmington to over \$3 Billion in acquisitions and developments and helping grow Elmington Property Management into an organization managing over 40,000 units in 16 states with over 1,000 employees. Additionally, Ben focuses on investor relationships and helping to communicate Elmington's story both internally and externally.





RYAN SEIBELS, PRINCIPAL

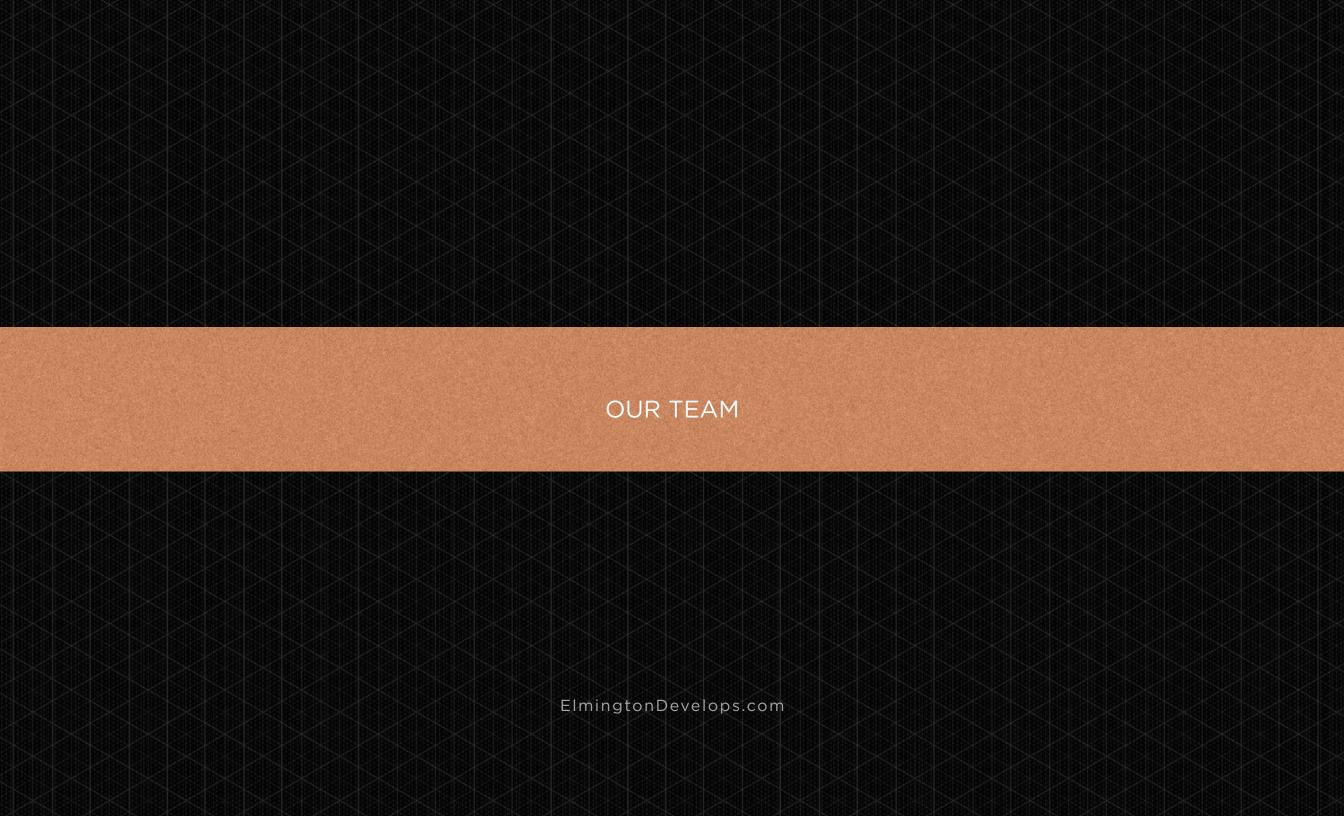
Ryan leads Elmington's conventional acquisitions through a focus on analysis and identification of attractive new assets. He oversees asset management in the commercial portfolio, which includes: marketing and leasing oversight, investor relations, financing opportunities, and disposition analysis. Previously, Ryan served as Vice President at FifthThird Bank and with a private equity real estate investment firm, Harbert, providing a unique perspective of being involved on both the debt and equity side of the real estate transaction.





ATTACHMENT 2 – PRINCIPALS INFO

2B. RESUMES OF DEVELOPMENT TEAM





HUNTER NELSONPRESIDENT, ELMINGTON AFFORDABLE, LLC

Hunter provides leadership for Elmington's affordable housing portfolio. With an expertise in Low Income Housing Tax Credit (LIHTC) development, Hunter oversees Elmington's 4% bond financed and 9% competitive tax credit development portfolio. He is responsible for the affordable housing strategic direction and day-to-day operations, including sourcing new construction and rehabilitation deals, project management, financial analysis, government relations, syndication, and due diligence activities. As a principal of the firm, he participates in determining overall corporate growth objectives. Hunter graduated from the University of Alabama with a Bachelor of Science in Business Administration.

MATTHEW RIDDLE

EXECUTIVE VICE PRESIDENT OF OPERATIONS

As Executive Vice President of Operations for Elmington Affordable, Matthew oversees accounting and financial reporting, cash forecasting, development draws, and loan conversions for all projects in our portfolio. Matthew partners closely with the project management and asset management teams to understand the current state of each project and help facilitate effective transitions throughout the various stages of development. He also manages key financial and operational data to support strategic decision-making across the company. Matthew graduated in 2014 with a Bachelor of Business Administration in Accounting from Middle Tennessee State University.





MARK MCCORD

EXECUTIVE VICE PRESIDENT OF DEVELOPMENT

Mark is focused on the acquisition and development of conventional and affordable multifamily opportunities. Mark's responsibilities include market evaluation, site selection, underwriting, debt/equity financing, and due diligence. Prior to joining Elmington, Mark was an Investment Professional within The Carlyle Group's U.S. Real Estate team based in Washington, DC. Mark received a B.A. in Finance from the University of Kentucky and an M.B.A. from The Wharton School at the University of Pennsylvania.

DONNELL MCGHEEDIRECTOR OF DEVELOPMENT

As a Director of Development, Donnell is responsible for the acquisition and development of multifamily housing including LIHTC, Tax-Exempt Bond, and Workforce Housing opportunities. He is currently focusing on the Texas market responding to needs within the permanent supportive housing and mixed income housing spaces. Donnell successfully navigates these opportunities by cultivating Public-Private Partnerships, including but not limited to collaboration with codevelopment partners, service providers, housing finance agencies, and housing authorities. Donnell has been involved in the development of a dozen projects, consisting of 1,200 units, totaling more than a quarter of a billion dollars in development costs. Prior to Elmington, Donnell worked with the Vecino Group and in the Integral Group's Development Division where he led the implementation of strategic development efforts. These included large-scale master planned community developments anchoring area revitalization efforts, with scope including master planning, demolition, infrastructure and building design and construction, project financing, and property stabilization. Donnell has developed \$204MM worth of multi-family housing projects in various markets throughout Texas and the southeast. Donnell received his MBA from Emory University's Goizueta Business School.





JOE HOROWITZ SENIOR VICE PRESIDENT OF DEVELOPMENT

Joe is responsible for the acquisition and development of affordable multifamily properties, including market evaluation, underwriting, financing, and due diligence. Prior to joining Elmington, Joseph was a Director at Citi Community Capital where he oversaw the underwriting and credit approval for more than \$3 billion of financing for multifamily projects, mixed-use developments, and other community development projects located throughout the United States. Sources included 4% & 9% LIHTCs, NMTCs, tax exempt bonds, and other mission-focused funding programs available through the federal government and local municipalities.

ANTHONY ALBANESE DIRECTOR OF DEVELOPMENT

As a Director of Development, Anthony helps guide the development process for new affordable and workforce multifamily opportunities. His key responsibilities include project due diligence, underwriting, and financial analysis, with a primary focus on the Ohio and North Carolina markets. Before joining Elmington, Anthony served as a Development Officer at The Michaels Organization, where he was responsible for affordable new-construction and acquisition-rehab developments in Colorado and Texas. He holds a B.A. from Vanderbilt University and an M.B.A. from Columbia Business School in New York.





JOHN SHEPARD
SENIOR VICE PRESIDENT OF DEVELOPMENT

John Shepard is a Vice President of Development responsible for the development and acquisition of residential and mixed-use communities. Since joining Elmington, he has led over \$900 million in development. John's expertise includes community-focused development and public-private partnerships. John holds M.B.A. and J.D. degrees from Harvard University and prior to joining Elmington, he directed real estate activities for a leading land conservation organization.



Aaron Vargas is a Senior Development Associate focused on the development of multifamily housing using 4% and 9% low-income housing tax credits in the state of Florida. Aaron's responsibilities include sourcing development sites, underwriting and due diligence, while cultivating local relationships to leverage public-private partnerships. Prior to Elmington, Aaron worked for both LIHTC and workforce housing developers. Aaron holds a Master's in Social and Applied Economics from Wright State University in Ohio and a B.A. in Communication from Carson-Newman University in Tennessee.



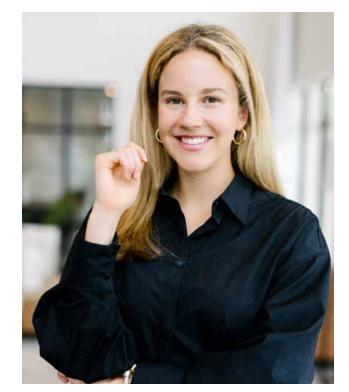


REED ELLIS
DIRECTOR OF DEVELOPMENT

Reed Ellis is a Director of Development focused on the acquisition and development of residential and mixed-use communities using 4% and 9% low-income housing tax credits. Prior to joining Elmington, Reed worked as a Development Associate with a large international real estate firm and as an Engineer in the energy and environmental sectors. Reed received his M.B.A. from Vanderbilt University's Owen Graduate School of Management and a B.S. in Geological Engineering from the University of Mississippi.

LC WALLACE
DIRECTOR OF DEVELOPMENT

LC is focused on development of the affordable housing portfolio in Tennessee. She is responsible for the site acquisition, underwriting, facilitating the projects through entitlements and design, as well as financing affordable multifamily properties using 4% and 9% Low-Income Housing Tax Credits, PILOTs, Project-Based Vouchers, Tax-Exempt Bonds, and soft loan or grant programs. LC also serves the vital role of working with our various partners, including local non-profits, housing authorities, and municipal departments. LC received her B.S. in Chemical and Biological Engineering from the University of Alabama.





BEN DACHILLE
DIRECTOR OF DEVELOPMENT

Ben is focused on the sourcing of conventional and workforce multifamily development opportunities throughout the Southeastern United States. Ben's responsibilities include market evaluation, site selection, underwriting, and due diligence. Prior to joining Elmington, Ben was an Analyst at J.P. Morgan in the Financial Institutions Group and an Acquisitions Associate with Carter-Haston Real Estate based in Nashville, TN. Ben received a B.A. in Finance from The George Washington University and an M.B.A from Vanderbilt University's Owen Graduate School of Management.

ERIK SMITHSENIOR DEVELOPMENT ASSOCIATE

Erik is responsible for the acquisition and development of multifamily products including underwriting, due diligence, and financing. Prior to joining Elmington, Erik worked for the Montgomery County Housing Opportunities Commission, where he underwrote and executed transactions totaling over \$250 MM, led the acquisition of more than \$100 MM in Low-Income Housing Tax Credit Equity, and he delivered more than \$100 MM of private activity bonds for the acquisition and development of over 350 units. Erik received his B.A. in Economics from the University of Maryland, College Park and his M.B.A. from University of Virginia's Darden School of Business.





DREW CANNONINVESTMENT ANALYST

Drewis responsible for finding site acquisition opportunities, performing due diligence, and underwriting for 4% and 9% LIHTC multifamily developments. Before joining Elmington full-time, Drew worked as an intern for Elmington, working in a similar capacity with the Affordable team as well as our Commercial, Construction, and Single-Family Rental teams. Drew attended Auburn University's Harbert College of Business, where he graduated Magna Cum Laude and as an Honors Scholar with a B.S. in Finance.



Shelbey is responsible for conducting site due diligence, assisting in financial modeling, and underwriting, as well as pursuing state and local funding and financing for Elmington's affordable multifamily developments. Prior to joining Elmington, Shelbey was an Appraisal and Valuation Management Analyst at SitusAMC where she valued institutional portfolios of over \$5 Billion in various asset classes. Shelbey has a B.A. in Economics from the University of Colorado at Boulder and a Master of Real Estate Development from Auburn University's Harbert College of Business and the College of Architecture, Design, and Construction.



Elmington is a highly professional affordable real estate development group unrivaled in knowledge, attention to detail, and ability to execute. Elmington knows how to perform and close

the deal which is exactly the type of relationship an investment partner desires. I have worked with Elmington for many years and am thankful for their partnership and "can do" attitude.

STACEY FANTOM

Financial Advisor | Pinnacle Financial Partners

Elmington develops the absolute highest quality affordable housing in the country. I literally could not believe my eyes when I toured their communities. Their vertically-integrated platform, exceptional professionalism, attention to detail and stunning communities are some of the many reasons I am so proud to call them a partner.

DARREN SWANSON

Managing Director | Red Stone Equity Partners

OUR PARTNERS SAY

Elmington Capital is a proven leader in developing high quality housing for working families across the country. The team's innovative solutions truly revitalize neighborhoods and provide best-in-class housing for the tenants they serve. Citi is proud to partner with Elmington as they ensure more families have access to high-quality housing that they are proud to call home.

CARRIE LEE

Director | Citi Community Capital

Our community development team and I worked with Elmington on multiple projects over several years. Together we were able to deliver several hundred newly constructed as well as renovated affordable housing units for our community, often under very challenging circumstances. Their experience, integrated approach and ability to problem solve made them an invaluable partner.

DONNA C. WILLIAMS

Former Administrator | City of Chattanooga

ElmingtonDevelops.com



CONTACT

ElmingtonDevelops.com

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813.358.7671

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CORPORATE HEADQUARTERS
Nashville, TN

615.490.6700

1030 16TH AVE. SOUTH, SUITE 500 NASHVILLE, TN 37212 WESTERN OFFICE Denver, CO

702.506.4895

2515 LAWRENCE STREET DENVER, CO 80205



ATTACHMENT 2 – PRINCIPALS INFO

2C. RESUMES OF PROPERTY MANAGEMENT TEAM

FORGET THE ORDINARY



OneElmington.com

What if you could start a world-class

property management company from scratch —

take the best parts from the top companies and mesh

them with the latest technology and finest talent in the business?

We are a company focused solely on extraordinary results with a flexible approach where identifying, recruiting, training, and rewarding talent is the key to success.

Property management is a mature industry, and EPM is reinventing it.

CARY ROSENBLUM

CEO, Co-Founder

Elmington is a privately owned, multi-faceted commercial real estate investment and development firm headquartered in Nashville, Tennessee.

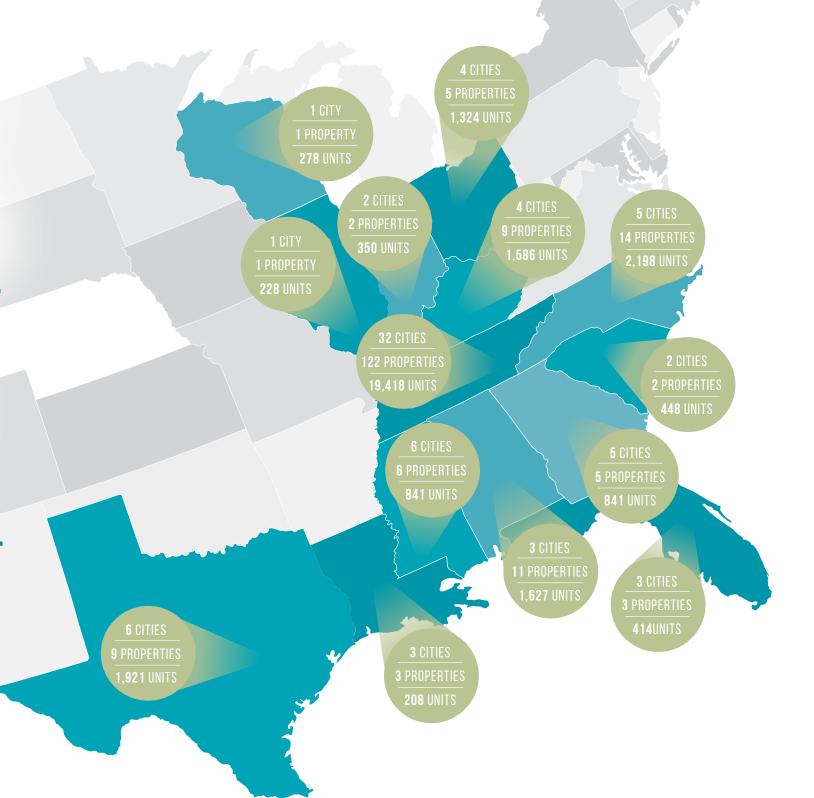


Our family of companies focuses on multifamily housing through a diverse array of strategic initiatives, such as Conventional, Build-To-Rent, and Affordable. We build, develop, and manage commercial and residential properties, and we have redefined property management software through Fortress.

14 STATES 197
PROPERTIES

31,874 UNITS

ELMINGTON PROPERTY MANAGEMENT





EPM manages a diverse assortment of multifamily housing in partnership with 56 different owners.

CONVENTIONAL

40%

AFFORDABLE

47%

AFFORDABLE SENIOR

3%

MIXED INCOME

4%

BUILD-TO-RENT

6%

EXTRAORDINARY

Elmington Property Management is far from ordinary.

Too many times
companies fall back
into the trap of
'that's the way we've
always done it'
in property management.

Quite frankly, that's unacceptable to us.

We settle for nothing less than awesome, and we mean it.

FORGET THE ORDINARY

The Elmington team lives by this creed. Our daily focus is on the extraordinary, and we are dedicated to this level of excellence in everything we do.

THINK LIKE AN OWNER

We are committed to providing laser-focus attention to your assets. We make it a habit to think like an owner and manage with this mindset.

TREAT AMAZING PEOPLE AMAZINGLY

This is a partnership.
Ultimately, we show each other
what amazing really feels like
through acknowledgment,
teamwork, and
openness.

ASK INTENTIONALLY

The Elmington team isn't just open to feedback, we ASK for it and are up for the challenge of putting it into action for the betterment of ourselves and our business.

MOVE PEOPLE ALONG

Our goal is to never burden our overachievers with underachievers.
We set expectations, and have the right people in the right positions to succeed.

ELEVATE YOUR COMMUNITY

Being a part of Elmington
Elevates is central to our
mission. It is our way of
giving back and making sure
we all rise together.

FRONT STAB

Front stabbing is all about open communication, honesty, and transparency.
We continually seek opportunities for innovation and improvement.



FINANCIAL MANAGEMENT HIS

Owners of EPM-managed properties experience:

- FORWARD-THINKING EMBRACEMENT OF TECHNOLOGY SEEKING INNOVATIVE WAYS TO AUTOMATE, EXPEDITE, AND ENSURE ACCURACY OF FINANCIAL PERFORMANCE
- LEVERAGING OF BEST IN MARKET SYSTEMS AND GAAP ACCOUNTING PRINCIPALS
- CUSTOMIZED MONTHLY FINANCIAL REPORTING VIA SAGE INTACCT AND AI BOT TECHNOLOGY

Our Property Support Team oversees accounting, accounts payable, compliance, and software support for our communities. Our main focus is to ensure we provide onsite operations with all the support and services needed to be successful.

LEVERAGED **TECHNOLOGY** BALANCE SHEET INTEGRITY MANAGEMENT REPLACEMENT RESERVE **FUNDING**

PROMOTES GROWTH & DEVELOPMENT

FOCUSES ON NEW HIRES & INTERNAL PROMOTIONS

OFFERS CUSTOMIZED
TRAING

& LEARNING PATHS

EMPLOYEE COMMENT

Our in-person and digital training resources promote the growth and development of our employees from their initial hire through their advancement within EPM. We offer customized individual learning paths to best suit each employee. Our onboarding practices are applied to both new hires and internal promotions to reinforce excellence.

- TRAINING COURSES IN LIBRARY: 328
- INDIVIDUALLY CURATED LEARNING PATHS FOR SITE POSITIONS: 8
- IN PROGRESS: CLIFTON STRENGTHS-BASED LEADERSHIP TRAINING

TECHNOLOGY [

FORTRESS:

Property management software should be straightforward and informative. For this reason, we designed Fortress to provide instantaneous insight into occupancy, collections, concessions, work orders, and many other important KPIs. This real-time transparency empowers you to be both reactive and proactive when opportunities arise.



OF USERS SAY **FORTRESS** IS EASY TO **NAVIGATE**

100% 88% 79% OF USERS WOULD RECOMMEND USING **SOFTWARE SYSTEMS**

OF USERS SAY THAT **FORTRESS** HAS SAVED THEM AN HOUR OR MORE PER WEEK





CENTRALIZED

USER-FRIENDLY

AUTOMATED

EXCEPTIONALLY SUPPORTED



TECHNOLOGY [



ELMINGTON INFORMATION TECHNOLOGY:

Our in-house Information Technology (IT) team delivers a more personalized experience than a third party vendor, beginning with the onboarding process and continuing every step of the way. With high-speed response times, our team speaks to specific property management needs. Elmington's IT department is more costefficient, nearly 50% less, than an outside party. Viruses, computer malfunctions, internet troubles, and email or printer issues are no match for our in-house crew.

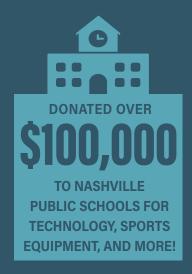
PROPERTY MANAGEMENT SUPPORT:

Technological difficulties can be frustrating, especially in property management. Our in-house support team leverages a digital ticketing platform to focus on answering any and all questions, allowing your team to focus their efforts on making their sites successful.

OUTREACH 😂

E MINGTON E VATES

Our teams and communities are filled with giving, philanthropic, and caring people. Elmington Elevates is its own 501c(3), operating in close partnership with EPM's employees, residents, clients, and vendor partners. With our support, Elmington Elevates has:









We are passionate about elevating our community to learn, grow, and thrive. As one of Elmington's convictions, Elevates brings our amazing team members together in a positive and impactful way.



BRAND GUIDELINES







CREATIVE SERVICES





Our Creative Services
Team supports everything
a property could ever
need: from branding new
construction and lease up
strategies to reinvigorating
life into well-established
communities, we do it all.
Branding guides, websites,
brochures, move-in gifts, and
promo items are just the tip
of the iceberg. We optimize
your property's image and
make you look good.

WEBSITE & DIGITAL MANAGEMENT





Brochure Front





COLLATERAL













A-Frame Board



SIGNAGE & VISIBILITY



PROMO MATERIALS



THIS IS HOW WE ATTRACT TOP TALENT

RECRUITING

People are our priority, and recruiting is integral for our company's success. We have amazing people with amazing tenure in a high-churn industry. We find and attract great people to manage your properties with a full-time recruiter who:

- >> Proactively sources resumes in our markets to maintain a constant pool of candidates readily available for hire
- >> Presents candidates when needs arise and prompts targeted searches for additional candidates, as needed
- Hosts quarterly career mixers in high need areas/positions
- Creates and manages customized job postings
- Screens resumes, conducts phone interviews, and checks references
- ▶ Eliminates the time-consuming administrative hours involved in hiring
- Administers 90-day "check-in" calls with new employees
- ▶ Breathes the Elmington spirit and easily motivates desired candidates to make the move to Elmington!

....AND RETAIN EMPLOYEES



*The statistics provided here reflect the average years of tenure for each position at Elmington

"Elmington provides institutional level property management with an entrepreneurial approach that understands that every property presents unique challenges and opportunities. Having assets across multiple Southeast markets, Elmington provided a dedicated Regional which has greatly improved our ability to work closely with the property management teams to optimize performance and improve the return on investment. Additionally, they worked with us to develop a customized financial report and close out process that streamlines our investor reporting."

BLAKE BERG

MANAGING PRINCIPAL AND CHIEF
INVESTMENT OFFICER
WICKER PARK CAPITAL MANAGEMENT

"Elmington Property Management is the pinnacle of what a property management company should look like. Elmington's people first approach to a people first business (multifamily) and their attention to detail is what separates them from other PM companies.

They are a true partner that works with the ownership team to grow the business and achieve the objectives of the properties. We are grateful to have such a great PM managing our assets."

MIKE ROEDER, DAN BRISSE & STEVE WOOLWORTH
GRANITE TOWERS

IT'S NOT ALL DOLLARS & CENTS

IT'S MORE ABOUT IMPACTING THE LIVES WE TOUCH:

FROM THE GROWTH OF OUR EMPLOYEES, TO THE VALUE CREATED FOR OUR CLIENTS, TO THE EXPERIENCE OF OUR RESIDENTS.

WE'RE PASSIONATE ABOUT MAKING A DIFFERENCE

"My team tries to always Forget the Ordinary and Think Like an Owner on a daily basis. Numbers are important, but communication, listening to the residents and employees, being proactive not reactive, and keeping the big picture in mind generates good numbers. In my region, we have our 'Bumble Bee Award'. Every month, I award that to a Community Director based on not just numbers, but attitude, problem solving, events for residents, and keeping employees engaged in what we stand for - the best management company around. We have a trophy that gets awarded, and then each month, the CD has to give it up as I select a new recipient. I started this in January of 2015, and it's amazing how they all fight for it. The concept is a bumble bee aerodynamically should not be able to fly; their wings are too small to carry them. No one ever told them that so they do it anyways. That applies to my managers. EPM empowers us to do our jobs and do them well, and when they go above and beyond, they are my 'bumble bees.'"

LOU REEVES
REGIONAL VICE PRESIDENT

"We exclusively use Elmington's fantastic property management group for all of our projects. They are an invaluable part of our pre-development team providing us with the granular data on our submarket and competition which allows us to better understand the revenue opportunities during due diligence, and then to tailor our unit mix and target audience during the design phase of the project. This also gives the management team the insight from the outset to structure their marketing campaign at leasing start to coincide with the project's identified market. During lease up, they are extremely responsive to residents, and the number of leases due to referrals speaks to their personal approach to each tenant. I can't recommend Elmington highly enough."

MATT GARDNER

PARTNER IMAGINE1

"We choose to entrust Elmington with the management of our portfolio because of the creative and powerful partnership we have established and continue to nurture. ACRE and EPM share similar views on what a successful field level operation looks like and together we find meaningful operational efficiencies through a mutual approach to managing, where neither the owner nor agent come in with off-the-shelf control. This structure that contemplates a two way think-tank and partnership is an absolute pleasure."

MELANIE GERSPER

CHIEF OPERATING OFFICER ACRE



HONORS

NATIONAL APARTMENT ASSOCIATION
2023 TOP WORKPLACE FINALIST

TOP WORKPLACE IN TENNESSEE 5 CONSECUTIVE YEARS

#22 RANKING ON NATIONAL AFFORDABLE HOUSING MANAGEMENT
ASSOCIATION'S 2023 TOP 100 AFFORDABLE LIST

LARGEST OPERATOR IN STATE OF TENNESSEE



AT ELMINGTON PROPERTY MANAGEMENT, OUR V.I.PEEPS SERVE YOUR V.I.PROPERTY WITH THE UNSTOPPABLE LOYALTY OF SUPERHEROES — MINUS THE BURDENSOME CAPES.



JPPORTING YOUR REGIONIAI













EPM manages a diverse assortment of housing and has experience in just about every property type.











EXTRAORDINARY



DEANNA MOORE

PRESIDENT demoore@elmingtonpm.com

CATHERINE NEAL

VP OF CLIENT SERVICES cneal@elmingtonpm.com

ELMINGTON

OneElmington.com



ATTACHMENT 3 – FINANCIAL INFO

3A. FEDERAL IRS CERTIFICATION

RUNDBERG FLATS

AUSTIN, TEXAS

ATTACHMENT TABS

Attachment 3 – Project Info (N/A)

3a. Federal IRS Certification (N/A)



ATTACHEMENT 3 – FINANCIAL INFO

3B. CERTIFIED FINANCIAL AUDIT

RUNDBERG FLATS

AUSTIN, TEXAS

ATTACHMENT TABS

Attachment 3 – Project Info (N/A)

3b. Certified Financial Audit (N/A)



ATTACHMENT 3 – FINANCIAL INFO

3C. BOARD RESOLUTION

RUNDBERG FLATS

AUSTIN, TEXAS

ATTACHMENT TABS

Attachment 3 – Project Info (N/A)

3c. Board Resolution (N/A)



ATTACHMENT 3 – FINANCIAL INFO

3D. FINANCIAL STATEMENTS

FINANCIAL STATEMENTS TO BE PROVIDED UNDER SEPARATE COVER



ATTACHMENT 3 – FINANCIAL INFO

3E. FUNDING COMMITMENT LETTERS

Community Capital



September 4, 2024

Elmington Capital Group LLC 1030 16th Avenue, Suite 500 Nashville, TN 37212 Attn: Donnell McGhee

Re: Rundberg Flats – 204 East Rundberg Lane, Austin, TX 78753

Dear Mr. McGhee:

Citibank, N.A. ("CITI") understands that Elmington Capital Group ("Sponsor") intends to submit an application to TDHCA for a Private Activity Bond Allocation to finance Rundberg Flats (the "Project"). CITI is interested in providing the related construction and permanent loan for the Project (see attached Term Sheet, "Exhibit A").

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI's customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI's judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to the Sponsor, the Project or any other person, claiming through the Sponsor or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours, CITIBANK, N.A.

Catherine Lee
Authorized Signatory
Encl. - Exhibit A

Community Capital

EXHIBIT A TERM SHEET



Multifamily Rental Developments with Rent Restrictions New Construction and/or Substantial Rehabilitation and/or Term Mortgages Tax-Exempt "Back-to-Back" Loan Structure Taxable Loan Structure

Rundberg Flats

September 3, 2024

NOTE: This Term Sheet constitutes a brief summary of certain, but not all transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction Summary:

CITIBANK, N.A. ("CITI") proposes to arrange a tax-exempt construction/permanent loan to the Strategic Housing Finance Corporation (the "Governmental Lender"), where "construction" means: new construction (ground up), moderate rehabilitation or substantial rehabilitation. The proceeds of the Loan to Governmental Lender shall fund an interim construction loan converting into a permanent mortgage loan ("Tax-exempt Loan") by Governmental Lender to the Borrower for the Property described below. If required by Governmental Lender, a fiscal agent ("Fiscal Agent") will be appointed and will be responsible for following the terms of the Tax-exempt Loan documents and administering funds held under the Construction Funding Agreement.

The Tax-Exempt Loan will have two tranches: Tranche A will be funded first and will provide construction to permanent phase financing. Tranche B will be for additional, construction phase only financing, with the potential to earn-out permanent phase financing (as defined herein). The proceeds of both Tranche A and Tranche B will be drawn down first and fully funded at Closing.

The Tax-exempt Loan will have two distinct phases: (1) Construction Phase - an initial phase during which funds will be fully advanced to Governmental Lender and loaned to Borrower (directly or through a Fiscal Agent, at Governmental Lender's discretion). Payments on the Tax-exempt Loan during the Construction Phase will be interest only; (2) Permanent Phase - a subsequent phase when, upon completion of construction and achievement of stabilized operations, no additional funds will be available to Borrower. Payments during the Permanent Phase will include principal reduction payments as well as interest, unless otherwise noted below.

Term Sheet – CITI Tax-Exempt "Back-to-Back" Construction-Perm Loan (A/B Tranches) and Taxable Construction Only Loan Rundberg Flats (Austin, TX)
September 3, 2024

Page 2

Additionally, CITI proposes to arrange a taxable construction-only loan (the "Taxable Loan" and together with the Tax-exempt Loan, the "Loans") to the Borrower (defined below) in connection with the acquisition and construction of the Property described below. The Taxable Loan will only have a Construction Phase, during which funds will be made available on a draw down basis and advanced to the borrower to fund project costs. Payments on the Taxable Loan during the Construction Phase will be interest only.

For purposes of this Term Sheet, the term "Construction Phase" means the period from the Closing Date through the day prior to the Conversion Date and the term "Permanent Phase" means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project's permanent financing.

Property: A to-be-constructed multifamily property containing 199 units located in Austin, TX. The

property is commonly referred to as "Rundberg Flats" ("Property").

Set-Asides: 40 units are reserved for individuals or families whose income is no greater than 50% of

Area Median Income ("AMI"). 119 units are reserved for individuals or families whose income is no greater than 60% of AMI. 40 units are reserved for individuals or families

whose income is no greater than 70% of AMI.

Applicant (Sponsor): Elmington Capital Group.

Borrower: A single asset entity whose manager or general partner is the Applicant or an affiliate of

Applicant. Borrower entity, its constituent entities and its operating or partnership

agreement must be acceptable to CITI in all respects.

LIHTC Investor/ Syndicator:

The Low-Income Housing Tax Credit ("<u>LIHTC</u>") Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the operating or partnership agreement must be acceptable to CITI in all respects including, particularly, the timing and conditions to funding capital contributions. The timing of the funding of capital contributions into the Transaction must follow a schedule that will allow for a minimum of 10% of the Equity being contributed at Closing and 50% of the total Equity being contributed prior to

Conversion.

Guarantor(s): Elmington Affordable, Hunter Nelson, Ryan Seibels, Cary Rosenblum, Ben Brewer, and

Scott Sohr. The Guarantor(s)' financial condition(s) must be acceptable to CITI in all

respects.

Subordinate Debt: The sources of subordinate debt and the subordinate loan documents must be acceptable

to CITI in all respects. All subordinate debt must fund prior to the Loans funding unless CITI approves other arrangements. Subordinate Debt will be subject to CITI's Subordination Agreement, which in addition to other provisions, requires that

Subordinate Debt only be paid form 75% of available cash flow.

Loan Security: First lien on leasehold estate and any improvements, UCC filings for fixtures;

assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI's lien position unless the fee interest is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument. CITI acknowledges there will be a ground lease executed between the Partnership and the General Partner (Strategic Housing Finance Corporation) at Closing. The form of the

ground lease remains subject to CITI's review and approval.

Term Sheet - CITI Tax-Exempt "Back-to-Back" Construction-Perm Loan (A/B Tranches) and Taxable Construction Only Loan

Rundberg Flats (Austin, TX) September 3, 2024

Page 3

Construction Phase

Recourse Guarantees: Prior to conversion of the Loan to the Permanent Phase (described below), the Loans will

be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment

Guarantees are required from the Borrower and the Guarantor(s).

Guarantees,

Permanent Phase: None, except for industry standard carve outs ("Carve Outs"). Carve Outs include

guarantees against fraud, misrepresentation, bankruptcy, and environmental issues.

Environmental

Indemnity: Borrower and Guarantor(s) will be liable for CITI's standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI's standard due diligence, underwriting and

credit approval processes, and the execution and delivery of all required loan documents,

delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): First Quarter 2025.

CONSTRUCTION PHASE

Tax-Exempt Construction

Phase Loan Amount: An amount currently estimated to be \$41,000,000 (comprised of the \$34,449,028 Tax-

Exempt Tranche A piece and \$6,550,972 Tax-Exempt Tranche B piece), but in any event, the Tax-Exempt Construction Phase Loan Amount shall not exceed 80% of costs covered

through the Construction Phase.

Taxable Construction

Phase Loan Amount: An amount currently estimated to be \$13,095,026, but in any event, the combined Tax-

Exempt and Taxable Construction Phase Loan Amounts shall not exceed 80% of costs

covered through the Construction Phase.

Construction Term: 36 months, plus two as-of-right 6-month extensions. Spread adders for the extensions are

indicated below under the "Tax-Exempt Construction Phase Interest Rate (Tranche A)"

and "Earn-Out Interest Rate" sections.

Tax-Exempt Construction Phase Interest Rate

(Tranche A): CITI is underwriting to a fixed rate that is currently estimated to be 6.00%. The rate does

not include Governmental Lender, Fiscal Agent, or miscellaneous third-party fees. The rate will be committed at the time of closing of the Construction Phase financing. Pricing is

based on current market conditions and is subject to change.

If the Conversion to the Permanent Phase does not occur on or before month 36 following Closing, 0.05% will be added to the above quoted rate for each as-of-right 6-month period

past the initial 36-month period in which Conversion occurs.

Tax-Exempt Construction Phase Interest Rate (Tranche B):

CITI is underwriting to a fixed rate that is currently estimated to be 6.00%. The rate does

not include Governmental Lender, Fiscal Agent, or miscellaneous third-party fees. The rate will be committed at the time of closing of the Construction Phase financing. Pricing is

based on current market conditions and is subject to change.

Term Sheet – CITI Tax-Exempt "Back-to-Back" Construction-Perm Loan (A/B Tranches) and Taxable Construction Only Loan Rundberg Flats (Austin, TX)

September 3, 2024 Page 4

Taxable Construction Phase Interest Rate:

CITI is underwriting to a variable rate that is currently estimated to be 6.25%. The rate does not include Governmental Lender, Fiscal Agent, or miscellaneous third-party fees. The rate will be committed at the time of closing of the Construction Phase financing.

Pricing is based on current market conditions and is subject to change.

Construction Phase Interest Day Count:

Actual/360.

Interest Reserve:

Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final credit approval. Currently, CITI is underwriting with a cushion of 0.75% on the Taxable Construction Phase Loan Amount only. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loans from the closing

of the Construction Phase financing through Conversion.

Availability:

Tax-exempt Loan proceeds (Tranche A and Tranche B) will be fully funded to the Fiscal Agent at Closing and then advanced to Borrower on a "draw down" basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Taxable Loan proceeds will be advanced to Borrower on a "draw down" basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all

Property sources and uses of funds. Draw requests limited to one per month.

Loans in Balance:

The Loans must remain "in balance" during the Construction Phase. "In balance" means that (1) the funds available during the Construction Phase (from the Loans and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loans to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for

Conversion.

Amortization:

None. Payments on the Loans during the Construction Phase will be interest only.

Prepayment and Yield Maintenance – Tax-Exempt:

Voluntary prepayment of Tax-exempt Loan principal amounts during the Construction Phase, including those as a result of a Borrower default, may be made without prepayment fee or penalty unless the Construction Phase Loan Amount is reduced to less than ninety percent (90%) of the Permanent Phase Loan Amount (as defined below).

If the prepayment reduces the Tax-exempt Loan amount to an amount less than ninety percent (90%) of the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Tax-exempt Loan prepaid below 90% of the Permanent Phase Loan Amount; or (ii) CITI's standard yield maintenance amount on the amount of the Tax-exempt Loan prepaid below 90% of the Permanent Phase Loan Amount.

In the event that a Tax-exempt Loan prepayment resulting from a Tax-exempt Loan resizing, as determined by CITI in its sole discretion, reduces the Tax-exempt Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Tax-exempt Loan prepaid below 90% of the Permanent Phase Loan Amount; or (ii) CITI's standard yield maintenance amount on the amount of the Tax-exempt Loan prepaid below 90% of the Permanent Phase Loan Amount.

Term Sheet – CITI Tax-Exempt "Back-to-Back" Construction-Perm Loan (A/B Tranches) and Taxable Construction Only Loan Rundberg Flats (Austin, TX)
September 3, 2024

Page 5

Notwithstanding any of the above, in the event the amount of such prepayment would cause the Tax-exempt Loan amount to fall below 50% of the Permanent Phase Loan Amount, the Borrower shall be required to repay the Tax-exempt Loan in full plus the greater of: (i) 1% of the amount of the Tax-exempt Loan repaid below 90% of the Permanent Phase Loan Amount; or (ii) CITI's standard yield maintenance amount on the amount of the Tax-exempt Loan repaid below 90% of the Permanent Phase Loan Amount.

If Borrower prepays Tax-exempt Loan principal amounts through the application of insurance proceeds or a condemnation award, no prepayment fee shall be payable to CITI.

Prepayment and Yield Maintenance – Taxable:

Prepayment of Taxable Loan principal amounts, partial or full, during the Construction Phase may be made without any prepayment premium.

Budget and Contingencies:

The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

General Contractor and Bonding Requirements:

The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount, unless the general contractor is Elmington Construction LLC, an affiliate entity of the Applicant. Surety issuing bonds must have an A.M. Best rating of "A/VIII" or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit ("LC") equal to 10% of the hard cost budget. LC provider must be rated "BBB" or better.

Retainage:

Construction contract will provide for a minimum retainage of 10% of each construction pay application until "substantial completion" (as defined in the Loan documents), unless there are other requirements under State law or unless other arrangements have been approved by CITI. Retainage percentage amounts can be revised, but only down to a minimum of 10% until 50% completion and then 0% retention withheld thereafter. No release of retainage is permitted for achieving 50% completion. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase Loan Amount:

An amount currently estimated to be in the maximum amount of \$34,449,028, or such other loan amount supported by CITI's underwriting of the Property at the time of Conversion in accordance with CITI's underwriting requirements including those listed below.

Maturity Date: Anticipated nominal maturity date of 34 years following the Closing Date, subject to any

Governmental Lender restrictions.

Term Sheet - CITI Tax-Exempt "Back-to-Back" Construction-Perm Loan (A/B Tranches) and Taxable Construction Only Loan

Rundberg Flats (Austin, TX) September 3, 2024

Page 6

Mandatory Prepayment /

Term: At the end of the 19th year following the Closing Date, mandatory prepayment of the Tax-

exempt Loan will be required in full.

Amortization: 40 years following the Interest-Only Period.

Interest-Only Period: Payments during the first three (3) years of the Permanent Phase will be interest-only.

Lock-out Period: From the Conversion Date until the 10th anniversary of the Conversion Date.

Yield Maintenance

Period: From the Closing Date until 6 months prior to the Mandatory Prepayment / Term.

Permanent Phase

Interest Rate: See "Tax-Exempt Construction Phase Interest Rate (Tranche A)" section above.

Permanent Phase

Interest Day Count: Actual/360.

Conversion to Permanent Phase

Requirements: Conversion requirements include completion of construction and 90% physical

occupancy of Project for three consecutive calendar months. CITI will review the Property's net operating income to determine the maximum Permanent Phase Loan

Amount based on the Debt Service Coverage and Loan-to-Value noted below.

Debt Service Coverage: A minimum of 1.15 to 1.00.

Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below

market financing (if applicable), assuming project rents on 80% or more of the units are

discounted to a level at least 10% below market. Otherwise, 85%.

Other Conversion

Requirements: As may be required by Governmental Lender.

Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of

the first five years following Conversion in a minimum amount of \$250/unit/year for new construction projects or, for renovation projects, in an amount determined by a Physical Needs Assessment acceptable to CITI, but in a minimum amount of \$300/unit/year. For each successive five-year period thereafter until Tax-exempt Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs

Assessment acceptable to CITI.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be

escrowed with the Tax-exempt Loan servicer ("Servicer") on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes,

assessments, insurance premiums or other similar charges affecting the Property.

Term Sheet – CITI Tax-Exempt "Back-to-Back" Construction-Perm Loan (A/B Tranches) and Taxable Construction Only Loan Rundberg Flats (Austin, TX)
September 3, 2024
Page 7

TDHCA

Acknowledgement:

Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 4% Housing Tax Credits, CITI (the "Bank") acknowledges the following:

- 1) The Bank has reviewed the sponsor's application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.
- The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.
- 3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.
- 4) The Bank acknowledges the Applicant's intent to elect income averaging for the Project.

POTENTIAL EARN-OUT

Earn-Out Amount:

CITI will provide a tax-exempt earn-out in an amount not to exceed 10% of the initial Permanent Phase Loan amount. The earn-out will be sourced from available tax-exempt proceeds at conversion (Tax-Exempt Construction Phase Loan Tranche B) and is currently estimated to be \$3,444,902. The amount of the earn-out will be determined by CITI in its sole discretion based on its underwriting of the NOI at the time of Conversion and Application of CITI's loan sizing parameters. To the extent the Permanent Phase Loan Amounts (including the Permanent Phase Earn-Out Amount) exceeds the Loan-to-Value threshold; CITI will require a new appraisal at the Borrower's expense to support the Permanent Phase Earn-Out Amount.

Earn-Out Interest Rate:

The rate on the earn-out will be set at Conversion and will be fixed rate. The final rate for the Permanent Loan, inclusive of the Earn-out Amount, shall be a blended rate between the Permanent Phase Interest Rate and the Earn-Out Interest Rate.

If the Conversion to the Permanent Phase does not occur on or before month 36 following Closing, 0.05% will be added to the above quoted spread for each as-of-right 6-month period past the initial 36-month period in which Conversion occurs.

OTHER

Appraisal, Environmental, Plan/Cost Reviews:

Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and CITI has been provided evidence of acceptable E&O insurance coverage carried by Borrower's environmental consultant and a reliance letter in form acceptable to CITI. Otherwise, CITI will commission its own environmental report. Appraisal, environmental and plan/cost reviews must be acceptable to CITI in all respects. CITI reserves the right to either co-engage any vendor providing the foregoing services and/or to share the reports with a LIHTC Investor/Syndicator.

Term Sheet - CITI Tax-Exempt "Back-to-Back" Construction-Perm Loan (A/B Tranches) and Taxable Construction Only Loan

Rundberg Flats (Austin, TX) September 3, 2024

Page 8

Property Tax

Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to

CITI in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved

by CITI in its sole discretion.

FEES & EXPENSES

Application Fee: \$25,000, which amount shall be non-refundable (except as set forth in the "Exclusivity"

section of the Preliminary Application, if applicable) and due and payable upon acceptance of a Loan Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of \$5,000), and CITI's initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the

underwriting, processing and/or closing of the Loan (including CITI legal fees).

Origination Fee: A non-refundable Origination Fee equal to 1.00% of the combined Tax-Exempt and

Taxable Construction Phase Loan Amounts and 1.00% of the Earn-Out Amount ("Origination Fee") shall be earned in full by CITI upon the closing of the Loan and is due

and payable at that time.

CITI Legal Fees (est.): Estimated fees of CITI's counsel for the initial closing are to be determined and assume no

significant negotiation over CITI's form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI's counsel fees once the drafting of legal documentation commences, if

requested.

Fees of CITI's counsel for work associated with conversion of the Tax-exempt Loan to the

Permanent Phase are to be determined.

Course of Construction

Inspections (*est.*): \$TBD/monthly report.

Construction Term

Extension Fee: See "Tax-Exempt Construction Phase Interest Rate (Tranche A)" and "Earn-Out Interest

Rate" sections above.

Conversion Fee

and Expenses: A Conversion fee equal to \$10,000 will be charged by CITI. Other expenses, including

insurance review, site inspection and loan servicer set-up fees are estimated to be \$7,500.

Rate Lock: No earlier than 5 business days prior to Closing. Rate lock must occur on or before one

hundred fifty (150) days following the date of the Preliminary Application.

Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy,

tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet

Expiration Date: September 17, 2024, unless attached to a signed Preliminary Application letter received by

CITI on or before September 17, 2024, along with the Application Fee, in which case 150

days following the date of the Preliminary Application.

Term Sheet – CITI Tax-Exempt "Back-to-Back" Construction-Perm Loan (A/B Tranches) and Taxable Construction Only Loan Rundberg Flats (Austin, TX)
September 3, 2024
Page 9

This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Tax-exempt Loan will be in separate documents and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite, or purchase securities, or commit capital nor does it obligate us to enter into such a commitment, nor are we acting as a fiduciary to you. By accepting this presentation, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a "Transaction").

The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

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This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI's proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI's personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify, and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

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September 5, 2024

Mr. Donnell McGhee Elmington Capital Group 1030 16th Ave South, Suite 500, Nashville, TN 37212

> Re: Rundberg Flats Austin, TX

Dear Mr. McGhee,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on Rundberg Flats (the "Project") located in Austin, Texas. This letter serves as an outline of the business terms regarding the acquisition of partnership interests in ECG Rundberg, LP (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.990% limited partner interest (the "LP Interest") in the Partnership. This proposal contains an outline of suggested terms only, and it does not represent a commitment by Red Stone or create any obligation whatsoever on Red Stone's part to provide equity financing for the Project. It is for discussion purposes only, and the outlined terms have not received final approval by Red Stone's investment committee. Further, this proposal replaces and voids any and all previous financing proposals by Red Stone for the Project. Any commitment shall only be as set forth in a to-be-negotiated partnership agreement ("Partnership Agreement") and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 14 and 15 below.

1. Project Information. The Partnership has been formed to acquire, own, develop and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 199 residential units for rent to low-income families. The Project will be located at 204 East Rundberg Lane, in the City of Austin, Travis County, within the State of Texas. Within the Project, 199 of the units are expected to be Housing Credit compliant, with no additional units being designated as management units. The residential unit mix shall reflect the detail below and shall conform to any other set-asides as required by The Texas Department of Housing and Community Affairs (the "Agency"). If the Average Income Test is used to meet the Minimum Set-Aside Test, no residential units comprising the low-income component of the Project will be rented at market rate without Red Stone's consent. The means for such conformance shall be reviewed and approved by Red Stone.

Unit Type	Number of Units	Income Restrictions / Rental Subsidy
1 BD/1 BA	5	50% AMI
1 BD/1 BA	9	60% AMI
1 BD/1 BA	5	70% AMI
2 BD/2 BA	13	50% AMI
2 BD/2 BA	42	60% AMI
2 BD/2 BA	13	70% AMI
3 BD/2 BA	19	50% AMI
3 BD/2 BA	59	60% AMI
3 BD/2 BA	19	70% AMI
4 BD/2 BA	3	50% AMI
4 BD/2 BA	9	60% AMI
4 BD/2 BA	3	70% AMI

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date*	February 1, 2025
Completion Date	November 1, 2026
First Unit Leased	November 1, 2026
Last Unit Leased	November 30, 2027
Stabilized Operations	January 1, 2028

^{*}If the closing date occurs after February 1, 2025, each of the date benchmarks above will be deferred by the same amount of time with the same timeline in place.

2. **Project Ownership**. SHFC Rundberg GP, LLC (the "General Partner"), will be a taxable, single-purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone's consent. The anticipated ownership structure and other key participants in the Project are set forth below. All key participants are subject to the review and approval of Red Stone.

Entity	Name	Ownership Interest
General Partner*	SHFC Rundberg GP, LLC	0.051%
Special Limited Partner	ECG Rundberg SLP, LLC	0.049%
Limited Partner	RSEP Holding , LLC, or its designee	99.990%
Developer	Rundberg Developer, LLC and ECG Rundberg	
	Developer, LLC	
Guarantors ¹	Elmington Affordable, LLC, Ben	

^{*}If the General Partner is controlled by a 501(c)(3), indicate whether the General Partner will be a taxable subsidiary or whether qualified allocations are required.

	Brewer and Jennifer Wells Brewer
	(individuals), C. Hunter Nelson
	(individual), Cary Rosenblum (individual),
	Scott Sohr (individual) and Ryan Seibels
	(individual) (jointly and severally the
	"Guarantors")
General Contractor	Elmington Construction LLC
Property Manager	Elmington Property Management

3. <u>Tax Credits</u>. The Project expects to receive an allocation of 4% Housing Credits from the Agency for the year 2024 in an annual amount of \$3,227,876. The total Housing Credits anticipated to be delivered to the Partnership is \$32,278,760 (the "Projected Federal LIHTC").

Any decision to delay the commencement date of the Housing Credit period beyond 2026 is subject to Red Stone's consent. In addition, any decision to commence the Housing Credit period prior to August 2026 is subject to Red Stone's consent.

4. <u>Capital Contribution</u>. Red Stone will acquire its LP Interest in the Partnership for a total capital contribution of \$28,402,468, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	Pricing Factor	Equity
Projected Federal LIHTC	\$32,278,760	\$0.88	\$28,402,468
		Total	\$28,402,468

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 15 years; and 100% of depreciation on personal property being taken over 5 years. The allocation of the depreciable line items is subject to Red Stone's review and approval.

Red Stone will fund its capital contribution pursuant to the following schedule:

A. 25.00% (\$7,100,617) shall be paid upon the later of (a) the execution of the Partnership Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Partnership of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) receipt of commitments of any additional financing sources described in Paragraph 11, and (e) closing and initial funding of the construction loan and soft loan.

¹ The Guarantors will guarantee certain of the General Partner's obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone

- B. 50.00% (\$14,201,234) upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) November 1, 2026
- C. 20.00% (\$5,680,494) upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three (3) consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% physical occupancy, (f) achievement of 100% qualified occupancy, (g) calculations of the preliminary adjusters have been prepared, (h) receipt of evidence that the Real Estate tax abatement is in place, and (i) January 1, 2028.
- D. 5.00% (\$1,420,123) upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of IRS Form 8609s and a recorded extended use agreement, (c) receipt and review of an acceptable initial tenant file audit, and (d) calculations of final adjusters have been prepared.

Adjusters.

- A. Increase or Decrease in Housing Credits. In the event that actual Housing Credits, as determined by the cost certification and 8609s, exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) \$0.88 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits, as determined by the cost certification and 8609s, are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) \$0.88 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Federal Adjustment Amount"). If the Federal Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.
- B. <u>Timing of Housing Credit Delivery</u>. In addition to the Federal Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) \$0.55 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) \$0.45

multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B) below.

- 6. **Reserves**. The Partnership will fund the following reserves:
 - Α. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the third Capital Contribution in an amount equal to six (6) months of operating expenses, replacement reserves and debt service payments ("OERDS") (currently anticipated to be \$ 1,416,978). Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to \$1,416,978 (the "Operating Reserve Floor") from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. To the extent the balance of the Operating Reserve is less than the Operating Reserve Floor at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Operating Reserve Floor and the ODG Period shall be extended until the Operating Reserve has been replenished. Any release of funds from the Operating Reserve will be subject to Red Stone's consent. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.
 - B. <u>Replacement Reserve</u>. The General Partner shall cause the Partnership to annually deposit \$250 per unit (increasing by 3% per annum) from the Partnership's gross operating revenues into the Replacement Reserve, or such greater amount specified by the project lenders. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.
- 7. <u>Guarantees</u>. The Guarantors will guarantee the following obligations of the General Partner:
 - A. <u>Construction Completion Guarantee</u>. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved Project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved Project development budget as well as any Project deficiency arising prior to Stabilized Operations (as

defined in Paragraph 7(B) below). Payments made under this guaranty will not constitute loans to the Partnership or capital contributions and no Guarantors will have any right to receive any repayment on account of such payments.

- B. <u>Operating Deficit Guarantee</u>. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:
 - (i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations." Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient, utilizing the greater of the actual or underwritten vacancy rate of 7%, to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for six (6) consecutive months after funding and commencement of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will not constitute loans to the Partnership or capital contributions and no Guarantors will have any right to receive any repayment on account of such payments.
 - (ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be limited to an amount equal to six (6) months OERDS (the "Maximum ODG Amount") which is currently projected to equal \$ 1,416,978, and will be released provided the Project maintains a minimum of 1.15 to 1.00 debt service coverage ratio over each of the last consecutive four (4) quarters of the ODG Period. Any amounts so advanced will constitute interest-free loans ("Operating Deficit Loan") repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10.
 - (iii) Notwithstanding anything in this Section 7(B) to the contrary, if the real estate tax exemption or abatement is terminated or modified during the Compliance Period and such change results in an operating deficit, the Guarantors shall be obligated to fund operating deficits caused by such change in real estate tax status. Any amounts so advanced will constitute an Operating Deficit Loan.
- C. <u>Repurchase Guarantee</u>. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.

- D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credits and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay the Limited Partner \$1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code or Treasury Regulations after the achievement of Stabilized Operations. As used herein, change in the Code shall not apply to any amendment to the Code or Treasury Regulations pertaining to the use of the Average Income Test as a mechanism to meet the Minimum Set-Aside Test.
- E. <u>Environmental Indemnification</u>. The General Partner and the Guarantors, jointly and severally, shall indemnify and hold harmless the Partnership and the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.
- F. <u>Guarantors</u>. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain a minimum liquidity of \$1,000,000 and a minimum net worth of \$5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.
- 8. <u>Construction</u>. The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of \$36,479,781 in addition to a construction contingency equal to 5.00% of the construction contract. The General Partner shall cause lienfree completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.
- 9. <u>Fees</u>. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.
 - A. <u>Developer Fee</u>. The Developer will earn a developer fee of \$8,094,0000. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in

accordance with Paragraph 10(B). The deferred amount is projected to be \$5,137,400 and will accrue interest at the rate of up to 8.00% per annum, or such other interest rate acceptable to Red Stone and / or their tax counsel, in effect as of the placed-inservice date of the Project. The balance of the developer fee that is not projected to be permanently deferred is projected to be \$2,956,600, ("Cash Development Fee")

The deferred amount will be payable out of available cash flow and will mature on the 13th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

- B. <u>Property Management Fee</u>. The property management fee will be an amount up to 3.00% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.
- C. <u>LP Asset Management Fee</u>. The Partnership will pay Red Stone an annual LP asset management fee in an amount equal to \$7,500 per annum. The asset management fee will be paid annually and such fee shall accrue beginning at Initial Closing, with the first payment due and payable on or before March 1, 2026, and each anniversary thereafter. The asset management fee will increase annually by 3%.
- D. <u>Incentive Management Fee.</u> An incentive management fee, may be payable to the General Partner on an annual basis in an amount equal to an aggregated 90% of net cash flow., or such other amount as determined by and acceptable to tax counsel to Red Stone.

10. Distribution of Tax and Cash Benefits.

- A. <u>Tax Benefits</u>. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.99% to the Limited Partner, .0051% to the General Partner and .0049% to the Special Limited Partner. The Limited Partner will have the right, in its sole discretion, to undertake a limited deficit restoration obligation at any time during the term of the Partnership.
- B. <u>Net Cash Flow Distributions</u>. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

- to the Limited Partner in proportion to any phantom tax liability incurred by the Limited Partner (i.e., tax liability resulting from allocations of income where the Limited Partner has not received a cash distribution);
- (ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;
- (iii) to the Limited Partner as payment of any unpaid LP Asset Management Fee;
- (iv) to replenish the Operating Reserve account to the Operating Reserve Floor;
- (v) to the payment of any unpaid developer fee, until such fee has been paid in full;
- (vi) to the payment of any debts owed to the General Partner;
- (vii) 90% to the General Partner to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and
- (viii) the balance, .0051% to the General Partner, .0049% to the Special Limited Partner, and 99.99% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.
- C. <u>Distributions upon Sale or Refinance</u>. Net proceeds resulting from any sale or refinance will be distributed as follows:
 - (i) in accordance with subparagraphs 10B(i) through (iii) above;
 - (ii) in accordance with subparagraphs 10B(v) through (vi) above;
 - (iii) to the Special Limited Partner, 1% of such gross proceeds as a partnership liquidation fee;
 - (iv) to the Limited Partner in an amount equal to any projected exit taxes caused by a deficit capital account; and
 - (v) the balance, 90.000% to the General Partner, 9.999% to the Limited Partner and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

- 11. <u>Debt Financing</u>. As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.
 - A. <u>Permanent Loan</u>. The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Hard / Soft	Interest	Term	Amort.	% of cash
	Debt	Rate	(mos.)	(mos.)	flow
Perm Loan- \$34,449,028	Hard	6.00%	228	480	100%

B. <u>Construction Loan</u>. In addition to the permanent financing sources described above, it is expected the Project will be financed with a Tranche B Tax Exempt Construction loan in the amount of \$6,550,972 with an approximate rate of 6.00% and a term of no less than 36 months and a Tranche C Taxable Construction loan in the amount of \$13,095,026 with an approximate rate of 6.25% and a term of no less than 36 months.

Purchase Option and Right of First Refusal (Exhibit N of LPA).

- A. <u>Project Purchase Option.</u> For a period of 2 years following the end of the compliance period, the General Partner shall have an option to purchase the Project for a purchase price equal to the greater of (i) fair market value or (ii) the sum of (x) the amount of all indebtedness of the Project, which indebtedness may be assumed by the General Partner at its discretion, and (y) the amount of the federal, state, and local tax liability that the Limited Partner would incur as a result of the sale.
- B. <u>Partnership Interest Option.</u> For a period of 2 years following the end of the compliance period, the General Partner shall have an option to purchase the Limited Partner's and the Special Limited Partner's partnership interests in the Partnership for an amount equal to the amount which would be payable to the Limited Partner and the Special Limited Partner upon liquidation of the Partnership following a sale of the property under the Project Purchase Option in Section 12(A) above.
- C. <u>ROFR.</u> For a period of 2 years following the end of the compliance period and subject to the receipt of an offer from an unrelated party, a qualified nonprofit organization, will have the right, upon receipt of an offer, to exercise a Right of First Refusal to purchase the property for an amount no greater than the minimum purchase price pursuant to Section 42(i) of the Code.
- 13. <u>Limited Partner Exit.</u> The Limited Partner will have the right, after the making of all required capital contributions, to transfer its interests in the Partnership to the General Partner as further described in the Partnership Agreement.

- 14. <u>Due Diligence, Opinions and Financial Projections (14.05 of LPA).</u> The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to \$75,000 toward the costs and expenses incurred by the Limited Partner in conducting its due diligence review, the costs and expenses of Red Stone's counsel (including, without limitation, the costs of the preparation of the tax opinion), and for the costs of Red Stone's third party reports. If, however, closing has not occurred by the date ninety (90) days following the Closing Date identified in Section 1 above, the Partnership will reimburse the Limited Partner an additional amount equal to \$20,000 for additional costs and expenses incurred by the Limited Partner. If closing has not occurred by the date one-hundred and fifty (150) days following the Closing Date identified in Section 1, Red Stone reserves the right to seek reimbursement by the Partnership for additional costs and expenses. Red Stone may deduct the amount owed it for reimbursement of costs and expenses from its first Capital Contribution and such amount will be payable to Red Stone in the event the General Partner elects not to close the transaction for any reason. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.
- 15. Partnership Closing. Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Section 1. Terms and credit pricing herein shall be valid until the Closing Date. If the Partnership closing does not occur on or before the Closing Date set forth in Section 1, Red Stone reserves the right in its discretion to modify the tax credit pricing and other terms to be consistent with market conditions.
- 16. <u>Exclusivity.</u> Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

Remainder of page left intentionally blank

It is hereby acknowledged and understood that this proposal is not a commitment to invest, nor is it intended to be a letter of commitment, and Red Stone is not bound to any of the terms and conditions herein outlined. The terms of the financing set forth in this letter are not set until formally approved by Red Stone and the transaction documentation has been executed by Red Stone and the General Partner.

Sincerely,

By:

Name: Darren T. Swanson Title: Managing Director



ATTACHMENT 4 - PROJECT INFO

4A. MARKET ANALYSIS

REMOVED DUE TO FILE SIZE CONSTRAINTS WITH WEB VIEWING



ATTACHMENT 4 – PROJECT INFO

4B. GOOD NEIGHBOR POLICY

GOOD NEIGHBOR POLICY

RUNDBERG FLATS

204 E. Rundberg Ln.

Austin, TX 78727

CONTACT

Donnell McGhee

Elmington Capital

1030 16th Ave S, Suite 500,

Nashville, TN 37212

(708) 227 7006

dmcghee@elmingtoncapital.com

COMMUNICATIONS PLAN FOR NEIGHBORHOOD ENGAGEMENT

Before any other facets of a development are pursued, Elmington Capital will approach the neighborhood and talk to key stakeholders about the project, target population and share examples of the future development.

The following steps have already or will soon be taken to communicate with the neighborhood surrounding the proposed development located at 204 E. Rundberg Ln, Austin, TX 78727.

Preliminary Research: Using the Texas Secretary of State as of 30 days prior to the beginning of the LIHTC Application Acceptance Period, and whose boundaries include the entire proposed Development Site as of submission of the Application, True Casa Consulting researched the neighborhood organizations that contain the proposed site and identified the following active organizations.

North Lamar Neighborhood Association North Lamar/Georgian Acres Neighborhood Team

Neighborhood Plan: The development is located in the North Lamar Combined Neighborhood Plan located below:

chrome-

extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.austintexas.gov/sites/default/files/files/Housing_%26_Planning/Adopted%20Neighborhood%20Planning%20Areas/20_NorthLamarCombined/nlamar-combined-np.pdf

- 1) Neighborhood Contact: Elmington has reached out to the priority neighborhood organization(s) to share info on plans for the development of Rundberg Flats. Site visits have already occurred, and the neighborhood supported our rezoning case.
- 2) Neighborhood Notification The organizations above have been notified as part of the TDHCA notification process and as part of the rezoning process.
- 3) Neighborhood Engagement Upon any further request at any upcoming neighborhood meetings, Elmington will present information about their firm, plans for design of the building and talk about who will live at the property and what services will be offered.
 - After initial phone contact, meetings will be scheduled with any organization that should request such.
 - Elmington will invite neighborhood members to volunteer events to get more involved with the project.
- 4) Implementation/Ongoing Relations Elmington will implement the following processes to encourage ongoing relations with neighborhood members:
 - Neighborhood members will be invited to the Groundbreaking and Ribbon Cutting events that will be held for the property. Neighborhoods will be given recognition for their support.
 - The property will invite neighborhood members to participate in service programs being offered at our community.
 - Via the rezoning approval, Elmington will provide ongoing access to flex space within the
 property with the neighborhood to help integrate the property within the overall benefit of
 the community.
 - Elmington will establish an open-door policy so that neighborhood members will feel comfortable communicating any concerns with either the on-site property management or the single point of contact.

City of Austin Good Neighbor Checklist

The Neighborhood Housing and Community Development Office (NHCD) offers a Good Neighbor Policy to standardize process and identify expectations for all projects funded through the City of Austin's Rental Housing Development Assistance (RHDA) and Acquisition and Development (A&D) programs. Applicants of these programs are required to prepare and begin implementing a community engagement plan, including neighborhood notification activities. The community engagement plan is required whether the application is for funding for new construction or renovation of an existing building, regardless of whether there is a change in ownership.

A successful community engagement plan leads to open, ongoing two-way communication between developers and neighbors. This requires good-faith efforts and cooperation by developers, City officials and residents. A positive, open dialogue between housing developers and neighbors can prevent misunderstandings, facilitate prompt resolution of any inadvertent misunderstandings, and provide a fair, thoughtful, dependable means of resolving differences.

The following checklist of items is required of all applicants for funding:

(1) Preliminary Research

Review the Neighborhood Plan (if applicable)

(2) Neighborhood Notification

Notify property owners within at least 500 feet of the site and registered neighborhood organizations with boundaries included in the proposed development site, using a written notice, letter or flyer. *NOTE: These notices were sent out as part of the HTC application. Property owners were also notified of the rezoning of the property.

(3) Pre-Application Engagement

- Contact neighborhood organizations to provide current information about the project, including any neighborhood association whose boundaries are included in the proposed development site and Neighborhood Planning Contact Team (if applicable). (see full City of Austin Good Neighbor Guidelines for more detailed information on what kind of information may be appropriate to share) *NOTE: Neighborhood Orgs were contacted prior to submission of HTC application. Meetings were held as part of the rezoning process as well.
- Appoint a Single-Point-of-Contact (SPOC) to serve as the liaison for exchanging information.

(4) Application requirements

- Provide communications plan
- Provide documentation showing the content of the notice, and proof of delivery Available upon request.
- Provide signed copy of this checklist.

I have reviewed and completed all of the above checklist items required by the City of Austin's Good Neighbor Guidelines.

MA	Donnell McGhee	10/31/2024
Signed	printed name	date



ATTACHMENT 4 – PROJECT INFO

4C. SMART HOUSING LETTER



City of Austin

P.O. Box 1088, Austin, TX 78767 www.austintexas.gov/department/bousing-and-planning

Housing Department S.M.A.R.T. Housing Program

April 02, 2024

S.M.A.R.T. Housing Certification ECG Acquisitions, LLC 204 E Rundberg Lane (ID 957-6063)

TO WHOM IT MAY CONCERN:

ECG Acquisitions, LLC (contact: Donnell McGhee; ph: (708) 227-7006; email: dmcghee@elmingtoncapital.com) is planning to develop Rundberg Flats, a 208-unit multifamily rental development at 204 E Rundberg Lane, Austin, Texas 78753.

S.M.A.R.T. Housing – Rental - 204 E Rundberg Ln.				
Total units: 208 units				
Minimum Required:	Proposed unit mix:			
40% (84 units) at or below 60% MFI	43 units at or below 50% MFI			
Requirements for 100% fee waiver	122 units at or below 60% MFI			
	43 units at or below 70% MFI			
Affordability Period (S.M.A.R.T. units): 5 Years*				
Fee waiver level: 100%				
AWU Capital Recovery Fees: 165/208 units eligible				

*Note: This certification letter only reflects the minimum requirements for the relevant program (S.M.A.R.T. Housing). Should the owner choose to participate in other affordability programs, the development may be subject to additional affordability restrictions and/or a longer affordability period.

Because the applicant has proposed a unit mix that meets the minimum program thresholds, the development will be eligible for a waiver of fees listed in Land Development Code, Chapter 25-1-704, as amended or other fees waived under a separate ordinance except for Austin Water Utility Capital Recovery Fees (see below). The fee waiver level is listed above. The project will be subject to its minimum affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

Based on the requirements under the Texas Local Government Code, Chapter 395.16(g) and 42 U.S.C. Section 12745 (A)(1) as it relates to how housing qualifies as affordable housing, only a certain number of units may be eligible to receive Austin Water Utility Capital Recovery Fee (CRF) waivers. The table above lists the number of units which are eligible to receive CRF fee waivers.

The Housing Department certifies the proposed project meets the S.M.A.R.T. Housing standards at the pre-submittal stage. The expected fee waivers may include the following fees:

AWU Capital Recovery Fees

Building Permit

Concrete Permit

Electrical Permit
Site Plan
Review
Construction Inspection
Demolition Permit Fee

Mechanical Permit Subdivision Plan Review Parkland Dedication Fee (by separate ordinance) Regular Zoning Fee Plumbing Permit Zoning Verification Land Status Determination Building Plan Review

Prior to issuance of building permits and starting construction, the developer must:

- ◆ Obtain a signed Conditional Approval from the Austin Energy Green Building Program stating that the plans and specifications for the proposed development meet the criteria for a Green Building Rating. (Contact Austin Energy Green Building: 512-482-5300 or greenbuilding@austinenergy.com).
- ♦ Submit plans demonstrating compliance with the required accessibility or visitability standards.

Before a Certificate of Occupancy will be granted, the development must:

- ◆ Pass a final inspection and obtain a signed Final Approval from the Green Building Program. (Separate from any other inspections required by the City of Austin or Austin Energy).
- Pass a final inspection to certify that the required accessibility or visitability standards have been met.
- An administrative hold will be placed on the building permit, until the following items have been completed: 1) the number of affordable units have been finalized and evidenced through a sealed letter from project architect and/or engineer, 2) a Restrictive Covenant stating the affordability requirements and terms has been filed for record at the Travis County Clerk Office.

The applicant must demonstrate compliance with S.M.A.R.T. Housing standards after the certificate of occupancy has been issued or repay the City of Austin, in full, the fees waived for this S.M.A.R.T. Housing certification.

Please contact me by phone 512.978.1594 or by email at <u>deadra.johnson@austintexas.gov</u> if you need additional information.

Sincerely,

DeAdra. Johnson

DeAdra Johnson, Project Coordinator Housing Department

Cc: Kristin Martinez, AE Jonathan Orenstein, AWU Mashell Smith, ORS



ATTACHMENT 4 – PROJECT INFO

4D. MOU WITH ECHO

RUNDBERG FLATS

AUSTIN, TEXAS

ATTACHMENT TABS

Attachment 4 – Project Info (N/A)

4d. MOU with ECHO (N/A)



ATTACHMENT 4 – PROJECT INFO

4E. RESIDENT SERVICE

RUNDBERG FLATS	
AUSTIN, TEXAS	
ATTACHMENT TABS	
Attachment 4 – Project Info	
4e. Resident Services	

Description of General Supportive Services

Elmington's communities are all managed by Elmington Property Management, LLC, which is a related party under the Elmington Group umbrella of companies. Elmington manages nearly 40,000 units across the southeast with more than 2,000 in Texas, which all provides a full offering of supportive services via partnership with Portfolio Resident Services. At Rundberg Flats, we intend to primarily offer services for families such as after school programming, financial literacy education, job training, health and wellness education and screenings, and regular social events. The services offered will be assessed regularly to ensure they best respond to the needs of the residents. Services may also be offered to local neighborhood residents, as appropriate.

Resumes for Portfolio Resident Services can be provided upon request.



ATTACHMENT 5 – PROJECT INFO

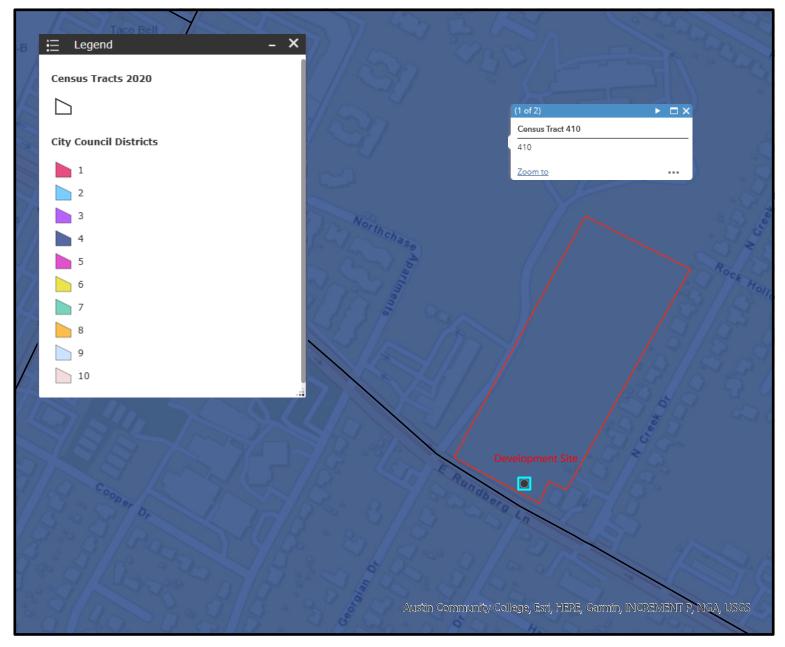
5A. APPRAISAL

REMOVED DUE TO FILE SIZE CONSTRAINTS WITH WEB VIEWING



ATTACHMENT 5 – PROJECT INFO

5B. PROPERTY MAPS



Steward Agency: Steward Label Managing Agency: Managing Label

Address: Address Label Land Attributes: Land Label

ORES Management ID: ORES ID Label
ORES File Number: ORES File Label

Restrictions: Restrictions Label

Restrictions & Protection Comments: Comments Label

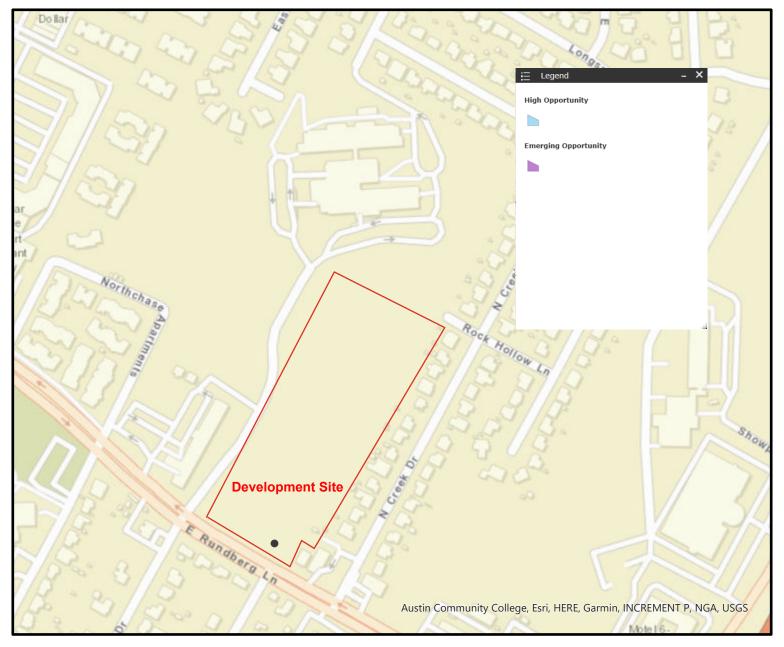
Land Classification: Classification Label Land Category: Land Category Label Approximate Acreage: Acreage Label Appraisal District: Appraisal Label

Appraisal District Property ID: Property ID Label Maximo Asset Tracking Number: Maximo Label



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.





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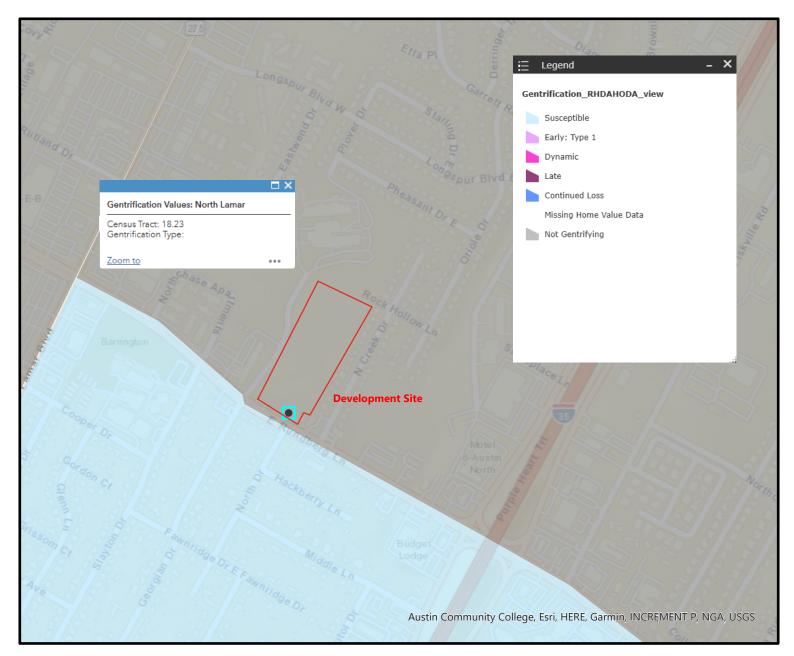
Appraisal District Property ID: Property ID Label Maximo Asset Tracking Number: Maximo Label



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ArcGIS Web AppBuilder





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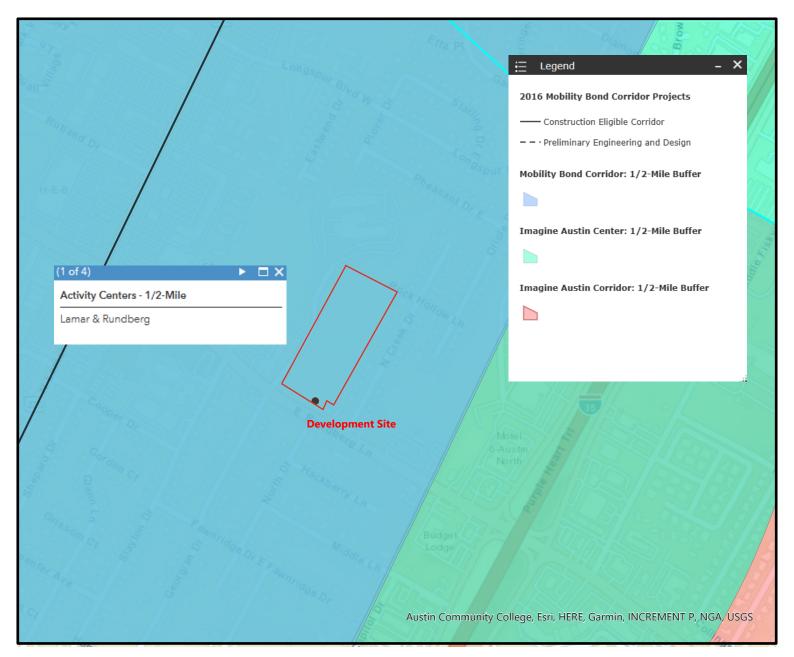
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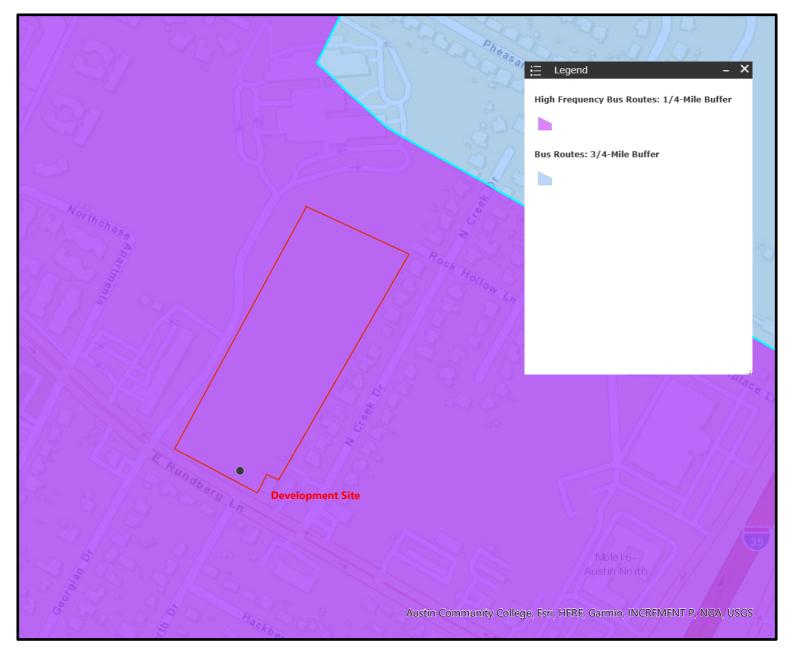
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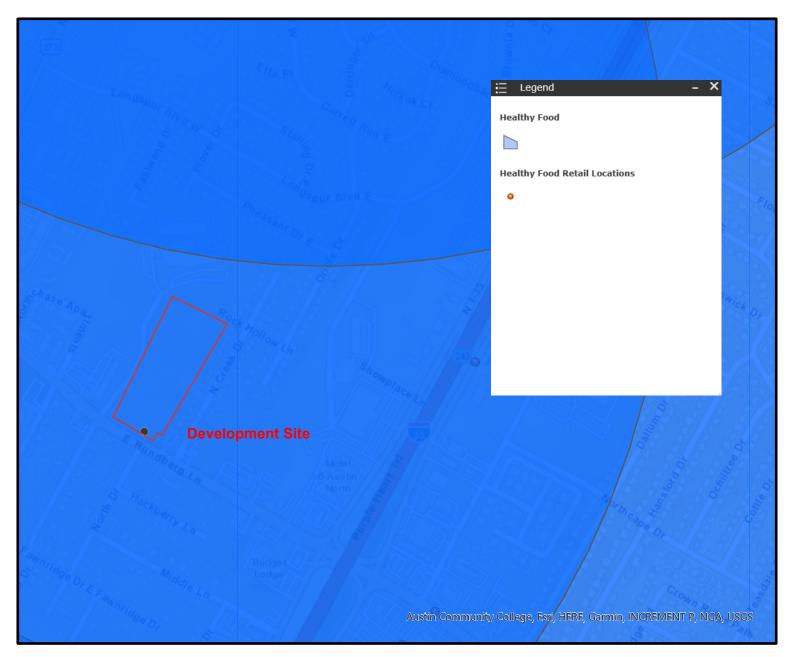
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ArcGIS Web AppBuilder
10/31/2024





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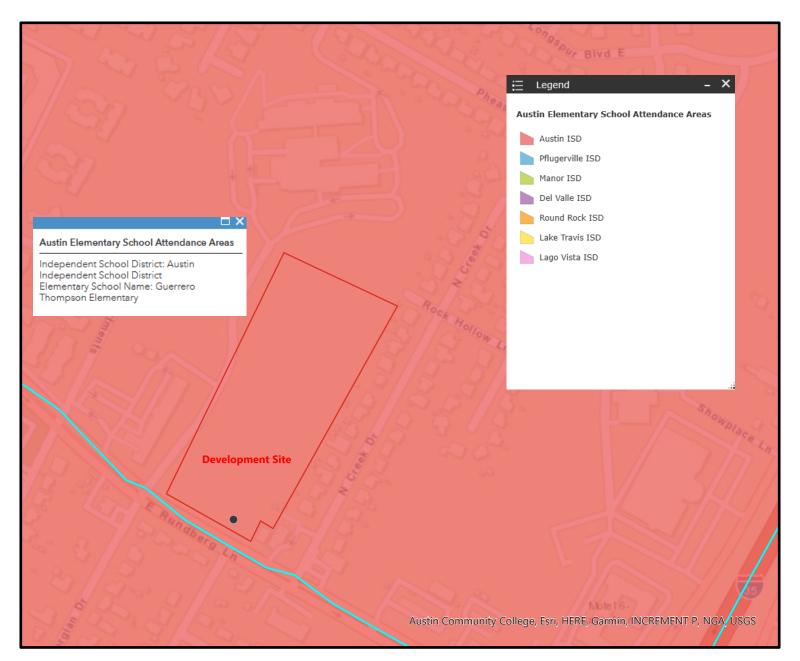
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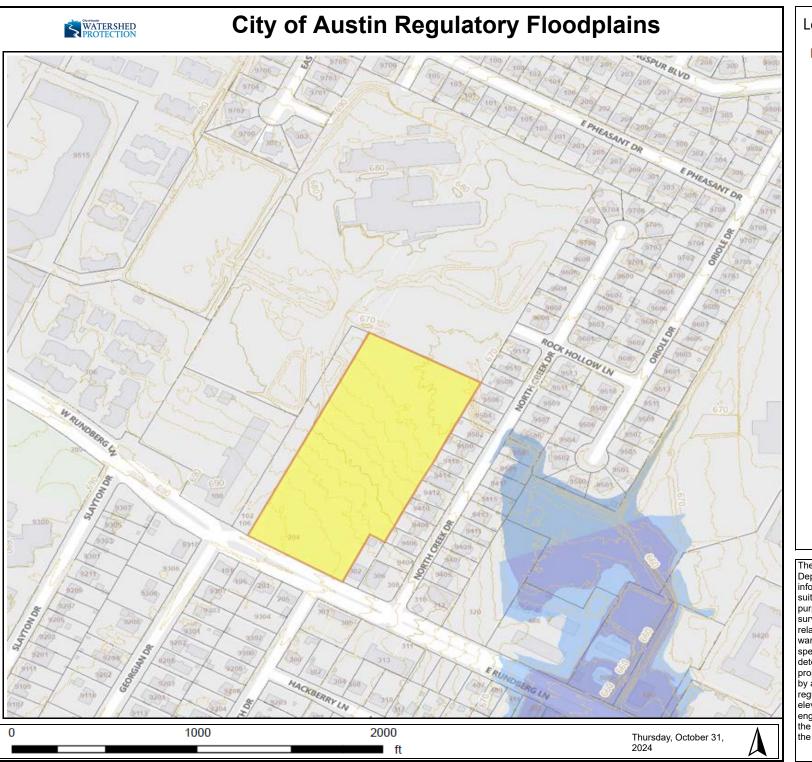


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10/31/2024



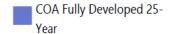
Rundberg Schools



Legend

FloodPro

Fully Developed Floodplain



COA Fully Developed 100-Year

The City of Austin Watershed Protection Department produced this product for informationalpurposes.It is not intended for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative locations of property boundaries. No warranty is made by the City of Austin regarding specific accuracy or completeness. Final determination of the floodplain status for a property must be based on a topographic survey by a Texas registered professional. For regulatory purposes, 100-Year floodplain elevations must be determined from an engineering model created in accordance with the Drainage Criteria Manual and approved by the City of Austin.



ATTACHMENT 5 – PROJECT INFO

5C. ZONING VERIFICATION LETTER



P.O. Box 1088, Austin, TX 78767 -1088 (512) 974-3100 • Fax (512) 974-3112 www.austintexas.gov/housing

August 26, 2024

Donnell McGhee 1030 16th Ave South, Suite 500 Nashville, TN 37212

Re: Zoning Verification for the Property located at 204 E Rundberg Lane, Austin, Travis County, Texas

Dear Mr. McGhee:

This letter is to confirm that the property located at 204 E Rundberg Lane, Travis County, Texas is zoned Neighborhood Commercial, Vertical Mixed-Use Building, Neighborhood Plan Combining District (LR-V-NP), and Family Residence Neighborhood Plan Combining District (SF-3-NP).

Under the LR-V-NP and SF-3-NP classifications applicable to this property, the proposed use or density of the proposed multi-family residential development is not permitted; however, the applicant is pursuing a rezoning for the entirety of this site to a Community Commercial, Mixed-Use Combining District, Vertical Mixed-Use Building, Neighborhood Plan Combining District (GR-MU-V-NP) classification. The applicant or an affiliate has made a formal application for this zoning change.

This site is also the subject of an application for the City's Affordability Unlocked Program (AU Program), which is a residential affordable housing development bonus program. See Division 4 (Affordability Unlocked Bonus Program) in Article 15 of City Code Chapter 25-1. The AU Program makes a qualifying development a permitted use in a commercial base zoning district and increases density entitlements.

Based upon the current Affordability Unlocked application and pending approval of the pending rezoning, the proposed development is eligible to be certified as a qualifying development. If certified under the AU Program, the site can be developed as multifamily housing.

The City of Austin has received a release agreeing to hold the political subdivision and all other parties harmless in the event the appropriate zoning is not granted. The City of Austin has also received a release agreeing to hold the political subdivision and all other parties harmless in the event the application for the Affordability Unlocked Program for the proposed development is denied.

Sincerely,

Robert Anderson, AICP, CNU-A

Project Coordinator Housing Department

ORDINANCE NO. 20240912-107

AN ORDINANCE REZONING AND CHANGING THE ZONING MAP FOR THE PROPERTY LOCATED AT 204 EAST RUNDBERG LANE IN THE NORTH LAMAR COMBINED NEIGHBORHOOD PLAN AREA FROM NEIGHBORHOOD COMMERCIAL-VERTICAL MIXED USE BUILDING-NEIGHBORHOOD PLAN (LR-V-NP) COMBINING DISTRICT AND FAMILY RESIDENCE-NEIGHBORHOOD PLAN (SF-3-NP) COMBINING DISTRICT TO COMMUNITY COMMERCIAL-MIXED USE-VERTICAL MIXED USE BUILDING-NEIGHBORHOOD PLAN (GR-MU-V-NP) COMBINING DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from neighborhood commercial-vertical mixed use building-neighborhood plan (LR-V-NP) combining district and family residence-neighborhood plan (SF-3-NP) combining district to community commercial-mixed use-vertical mixed use building-neighborhood plan (GR-MU-V-NP) combining district on the property described in Zoning Case No. C14-2024-0067.SH, on file at the Planning Department, as follows:

A 6.541 acre tract of land in the John Applegate Survey No. 58, Abstract No. 29, in Travis County, Texas, being the remainder of a called 14.243 acre tract of land described in deeds recorded in Document No. 2002235574 and Document No. 2011121659 of the Official Public Records of Travis County, Texas, said 6.541 acre tract of land being more particularly described by metes and bounds in **Exhibit "A"** incorporated into this ordinance (the "Property"),

locally known as 204 East Rundberg Lane in the City of Austin, Travis County, Texas, generally identified in the map attached as **Exhibit "B"**.

PART 2. Except as specifically modified by this ordinance, the Property is subject to Ordinance No. 20100624-111 that established zoning for the North Lamar Neighborhood Plan.

PART 3. This or	rdinance takes effect or	n September 23, 20	024.	
PASSED AND A	APPROVED			
Septemb	er 12, 2024	\$ \$ _{hu}	Kirk Watson Mayor	
APPROVED: /	Deborah Thomas Acting City Attorney	O_ATTEST:	Myrna Rios City Clerk	<u>'</u>
			* ,	

EXHIBIT "A"

March 12, 2024 204 Rundberg – 6.541 Acres Page **1** of **2**

DESCRIPTION OF A 6.541 ACRE TRACT OF LAND

SITUATED IN THE
JOHN APPLEGATE SURVEY NO. 58, A-29
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

BEING a 6.541 acre tract of land situated in the John Applegate Survey No. 58, Abstract No. 29, of Travis County, Texas, and being the remainder of a called 14.243 acre tract of land described as Tract B in an instrument recorded in Document No. 2002235574 and Document No. 2011121659 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), said 6.541 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on a Southwesterly line of a called 17.702 acre tract of land described in an instrument to Austin Independent School District recorded in Document No. 2011163879, O.P.R.T.C.T. and being the Northeast corner of a called 1.003 acre tract of land described in an instrument to Austin Independent School District recorded in Document No. 2011163881, O.P.R.T.C.T. and marking the Northwest corner of the herein described tract, from which a 1/2-inch iron rod found for the Northwest corner of said 1.003 acre tract, same being an interior corner of said 17.702 acre tract bears North 65°34'15" West, a distance of 57.06 feet;

THENCE, South 62° 32' 21" East, along and with a Southwesterly line of said 17.702 acre tract, a distance of 373.00 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set on the West line of Lot 13, Block B of NORTH CREEK, a subdivision per plat recorded in Volume 47, Page 13 of the Map and Plat Records of Travis County, Texas, from which a 1/2-inch iron rod found for the common West corner of Lots 14 and 15 of said Block B bears North 27°27'58" East, a distance of 115.12 feet;

THENCE, South 27° 27' 58" West, along and with the West line of said NORTH CREEK, a distance of 609.63 feet to a 1/2-inch iron rod found on the West line of Lot 3, Block B of said NORTH CREEK, and being the Northeast corner of a called 0.207 acre tract of land described in an instrument to Richard Neuman recorded in Document No. 2011047454, O.P.R.T.C.T.;

THENCE, North 62° 01' 09" West, along and with the North line of said 0.207 acre tract, a distance of 50.07 feet to a 1/2-inch iron rod with cap stamped "B&G Surveying" found for the Northwest corner of said 0.207 acre tract;

THENCE, South 27° 23' 09" West, along and with the West line of said 0.207 acre tract, a distance of 179.02 feet to a 1/2-inch iron rod found on the North right-of-way line of E. Rundberg Lane (R.O.W. width varies) described in an instrument recorded in Volume 5067, Page 1787 of the Deed Records of Travis County, Texas, and being the Southwest corner of said 0.207 acre tract and marking the Southeast corner of the herein described tract;

THENCE, North 61° 51′ 56″ West, along and with the North right-of-way line of said E. Rundberg Lane, for a distance of 200.58 feet to a square 1/2-inch iron rod found for the beginning of a non-tangent curve to the right;

THENCE, along and with said curve turning to the right with a Delta Angle of 04° 15' 25", having a radius of 1,675.88 feet, and arc length of 124.52 feet and whose long chord bears North 59° 41' 44" West for a distance of 124.49 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for the Southeast corner of said 1.003 acre tract and marking the Southwest corner of the herein described tract;

THENCE, North 27° 35′ 34″ East, along and with the East line of said 1.003 acre tract, a distance of 779.67 feet to the **POINT OF BEGINNING** and containing 6.541 acres of land.

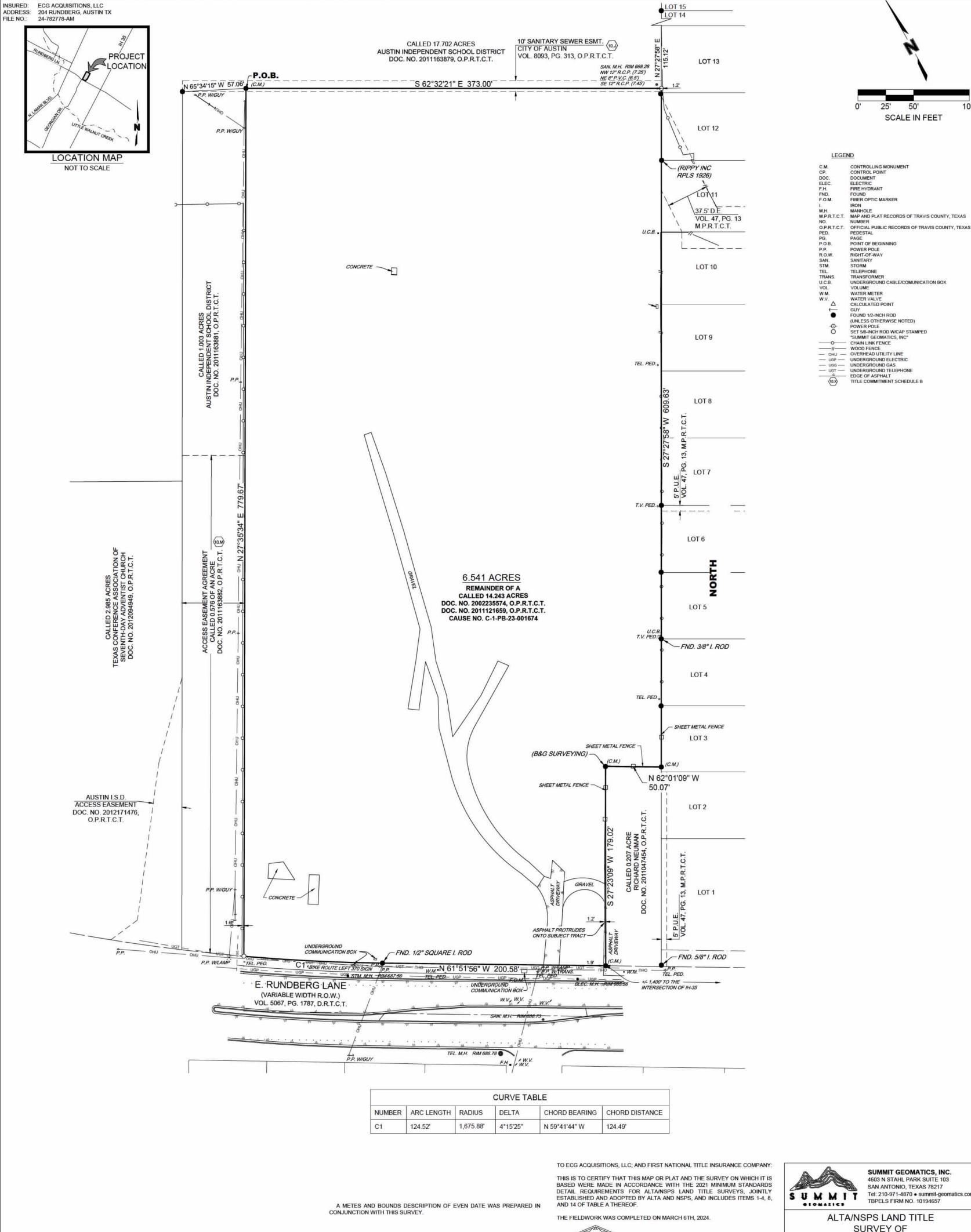
Notes:

- Bearing orientation is based upon the Texas Coordinate System, Central Zone 4203, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00.
- 2) This M&B description was prepared in conjunction with a survey of even date.

Robert A. Harper, RPLS No. 6582

Summit Geomatics, Inc. 4603 N Stahl Park Suite 103 San Antonio, Texas 78217

TBPELS Firm No. 10194657



X: \03_Summit_Projects\2024-Projects\24.0074_WGI_204Rundberg_Austin\03_Finals\01_CAD\204RundbergBSTopo1(G).dwg, 3/12/2024 4: 35 PM, rharp

Tel: 210-971-4870 • summit-geomatics.com

03/12/2024

1 OF 1

SURVEY OF 6.541 ACRES OF LAND SITUATED IN THE JOHN APPLEGATE SURVEY NO. 58, A-29

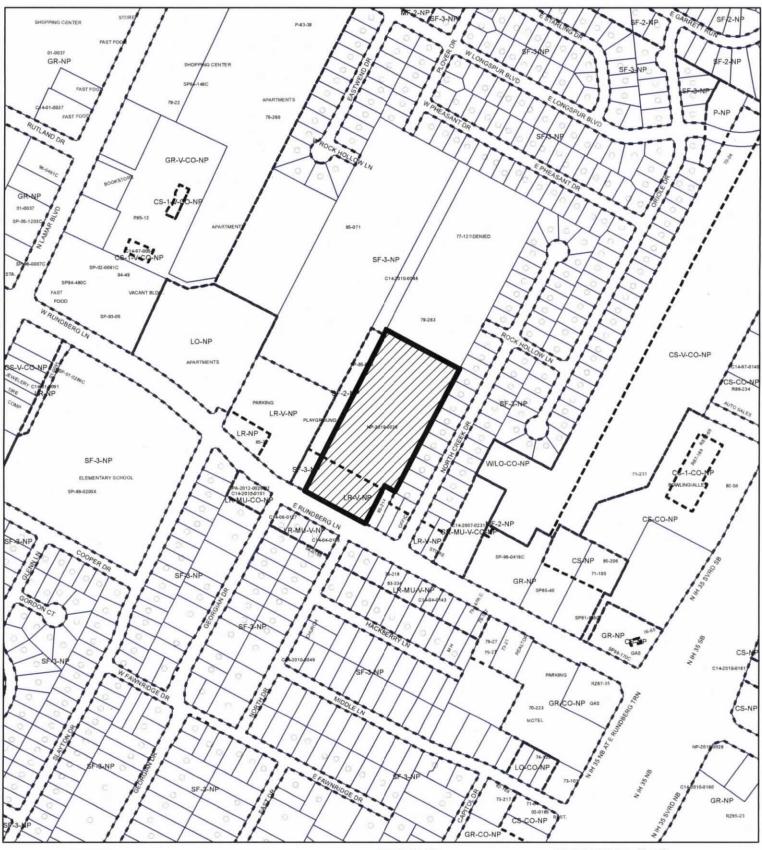
CITY OF AUSTIN TRAVIS COUNTY, TEXAS JOB NO.: DATE: SCALE: SHEET:

24.0074

1"=50"



ROBERT A. HARPER, RPLS NO. 6582 SUMMIT GEOMATICS, INC. TEL: (210) 971-4870 RHARPER@SUMMIT-GEOMATICS.COM







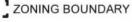
SUBJECT TRACT

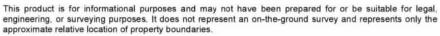


ZONING



ZONING CASE#: C14-2024-0067.SH







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Created: 4/18/2024



ATTACHMENT 5 – PROPERTY INFO

5D. PROOF OF SITE CONTROL

SITE CONTROL TO BE PROVIDED UNDER SEPARATE COVER



ATTACHMENT 5 – PROPERTY INFO

5E. PHASE 1 ESA

REMOVED DUE TO FILE SIZE CONSTRAINTS WITH WEB VIEWING