

**OPERATING AGREEMENT
OF
NATIONAL SOLDIERS HOME RESIDENCES I, LLC**

PREAMBLE

This Operating Agreement (this “**Agreement**”) of NATIONAL SOLDIERS HOME RESIDENCES I, LLC, a Wisconsin limited liability company, effective October __, 2018, is entered into by and between The Housing Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin (“**HACM**”), and The Alexander Company, Inc., a Wisconsin corporation (“**TAC**”). HACM and TAC, in their capacity as the initial members of the Company, are referred to herein as a “**Member**” or the “**Members**”. In their capacity as the initial managers of the Company, HACM and TAC are referred to herein as a “**Manager**” or the “**Managers**”.

RECITALS

A. The Company and the United States Department of Veterans Affairs (“**VA**”) intend to enter into an Enhanced-Use Lease of Certain Real Property and Facilities at the Clement J. Zablocki VA Milwaukee Center in Milwaukee, Wisconsin, in substantially the form attached hereto as Exhibit A (the “**EUL**”).

B. The Company has been formed for the purpose of implementing the development of the Facility, as defined in the EUL.

C. TAC has obtained the approval of the Wisconsin Housing and Economic Development Authority to concurrently pursue the financing, development and operation of the entire Facility through two separate limited liability companies (the “**Hybrid Structure**”).

D. The Members desire to set forth their agreement with respect to the purposes and operation of the Company.

NOW, THEREFORE, acknowledging the receipt of sufficient consideration, the Members agree as follows:

**ARTICLE I
NAME; NATURE OF BUSINESS**

Section 1.1 Name. The name of the Company is National Soldiers Home Residences I, LLC (the “**Company**”), and all business of the Company shall be conducted under said name.

Section 1.2 Term. The Company shall continue in existence until it is terminated under this Operating Agreement or by the provisions of the Wisconsin Limited Liability Company law (the “**Act**”).

Section 1.3 Initial Business Activities of the Company. The initial business activities of the Company shall be to implement the concurrent development of the entire Facility under the Hybrid Structure through two newly created limited liability companies, together referred to

herein as the “**LLCs**” and separately referred to herein as the “**9% Credit LLC**” and the “**4% Credit LLC**”. The sole members of each LLC shall be HACM, TAC and the National Equity Fund, Inc. or its assigns (“**NEF**”). Upon unanimous approval of the Members: (1) the Company shall sign a separate letter of intent with NEF on behalf of each of the 4% Credit LLC and 9% Credit LLC, pursuant to which NEF will agree to invest equity in each LLC in exchange for an allocation federal low-income housing tax credits and historic rehabilitation credits; (2) the Company shall execute the EUL; (3) the Company shall negotiate an amendment to the EUL pursuant to which it is permitted, as declarant, to divide the Facility into two leasehold condominium units to be separately conveyed to the 4% Credit LLC and 9% Credit LLC, subject to the EUL; and (4) the Company shall create the condominium and convey the two condominium units to the 4% Credit LLC and 9% Credit LLC. The Company shall be authorized to take such actions as may be necessary or appropriate to accomplish the foregoing.

Section 1.4 Articles of Organization/Registered Office and Agent. The Company was formed by the filing of Articles of Organization with the Wisconsin Department of Financial Institutions on April 10, 2017 (the “**Articles**”). The registered agent for service of process and the registered office of the Company shall be as set forth in the Articles. The Members, from time to time, may change the Articles, the registered agent or office by unanimous vote through appropriate filings with the Wisconsin Department of Financial Institutions.

Section 1.5 Managers. The Company shall be a manager managed limited liability company under the Act. HACM and TAC shall be the initial Managers.

Section 1.6 Scope of Agreement. Following the creation and conveyance of the condominium units as contemplated by Section 1.3, the Company’s sole remaining business activity and purpose shall be as set forth in the condominium documents. Following execution hereof, the Members shall cooperate in good faith and in a commercially reasonable manner to define the components of the Facility that will be included in each condominium unit and to determine the permanent funding sources for each of the 9% Credit LLC and the 4% Credit LLC, which are expected to be substantially as set forth on Exhibit B attached hereto (the “**Funding Source Summary**”). The Members acknowledge and agree that the fundamental terms of the limited liability company operating agreement for each of the 9% Credit LLC and the 4% Credit LLC (the “**Project Operating Agreements**”) shall be as set forth in Section 3.4 hereof.

ARTICLE II ACCOUNTING AND RECORDS

Section 2.1 Accounting: Records. The Company shall maintain the following records at its registered office:

- (a) a current list of the full name and last known business address of each Member;
- (b) a copy of the Articles and all amendments thereto;
- (c) copies of the Company’s federal, foreign, state and local income tax returns and reports, if any, for the three (3) most recently concluded years;

- (d) a copy of this Operating Agreement, including all amendments hereto;
- (e) financial statements of the Company for the three (3) most recently concluded years of operation;
- (f) a written record of the following:
 - (i) the amount of cash and a description and statement of the agreed value of the other property or services contributed or to be contributed by each Member;
 - (ii) the times at which, or events upon the occurrence of which, any additional contributions are to be made by Members;
 - (iii) any right of a Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's capital contribution; and
 - (iv) any events upon the happening of which the Company is to be dissolved and its affairs wound up.

ARTICLE III MEMBERS

Section 3.1 Names and Addresses of Members. The names and addresses of the Members of the Company are as follows:

Housing Authority of the City of Milwaukee
809 N. Broadway
Milwaukee, WI 53202
Attn: Antonio Perez, Secretary – Executive Director

The Alexander Company, Inc.
345 W. Washington Avenue, Suite 301
Madison, WI 53703
Attn: Joseph Alexander, President

Section 3.2 Limitation of Liability. A Member shall not be subject to assessment nor shall a Member be personally liable for any of the debts or obligations of the Company or any of the losses of the Company beyond the Member's capital contributions and the Member's share of undistributed net profits of the Company.

Section 3.3 Rights and Obligations of Members. This Section 3.3 generally sets forth the rights, powers, duties and obligations of the Members in their capacity as the sole members and Managers of the Company in connection with the development and operation of the Facility. Following execution of the Project Operating Agreements, the terms of the Project Operating Agreements shall supercede this Agreement. The payment of, and reimbursement for expenses

incurred by Members or the Company in connection with the development of the Facility are addressed in Section 4.1 of this Agreement.

(a) TAC. TAC has performed and/or shall perform the following services for the Company, the 9% Credit LLC and the 4% Credit LLC, as applicable. TAC shall perform these services in consultation with HACM and in a manner unlikely to cause unreasonable operational impact to HACM:

(i) Services relating to the design, permitting and rehabilitation of the Project to be set forth in a separate Development Services Agreement to be executed with each of the 4% Credit LLC and the 9% Credit LLC;

(ii) Preparing applications for each of the funding sources described in the Funding Source Summary (together, the “**Funding Sources**”) and taking such other commercially reasonable actions as may be necessary for the LLCs to obtain the required Funding Sources for the Facility, including any substitute Funding Sources as may be required or become available between the date hereof and the date the Project Operating Agreements are executed;

(iii) Negotiating the terms of the documents evidencing each Funding Source; and

(iv) TAC shall be responsible for selecting and engaging attorneys, accountants and other professionals for the Company to assist TAC and the Company in (A) finalizing the EUL and the amendment to EUL; (B) negotiating the terms of the Project Operating Agreements with NEF; (C) creating and conveying condominium units to the 4% Credit LLC and 9% Credit LLC; and (D) interacting with the National Park Service, the Wisconsin Economic Development Corporation and the Wisconsin Housing and Economic Development Authority to ensure that the 9% Credit LLC and 4% Credit LLC are eligible for the projected federal and state credits.

(b) HACM. HACM has performed or shall perform the following services for the Company, the 9% Credit LLC and the 4% Credit LLC, as applicable:

(i) Acting as co-developer under the Development Services Agreement for the 4% Credit LLC, for which it shall receive a development fee of \$300,000. The HACM development fee shall be paid on a pari passu basis with the development fees payable to TAC by the 9% Credit LLC and 4% Credit LLC, as reflected in the final projections for the 9% Credit LLC and 4% Credit LLC;

(ii) HACM shall loan to the LLCs the proceeds of certain grant and forgivable loans available for the rehabilitation of the Facility, as generally described in the Funding Source Summary;

(iii) HACM shall designate and oversee the property manager for the Facility, which is initially expected to be Friends of Housing. The property manager shall enter into a separate property management agreement with each of

the 4% Credit and 9% Credit LLC, pursuant to which it shall manage each condominium unit in accordance with the Operations and Maintenance Plan and Tenant Selection Plan attached to the EUL, as such exhibits may be amended from time to time; and

(iv) HACM shall work with TAC in obtaining project based rental assistance under the HUD-VASH program for homeless veterans.

(c) Duty to Cooperate. Notwithstanding the division of responsibilities set forth above, upon request, each of HACM and TAC shall cooperate with and assist the other in the performance of its responsibilities; provided that all such requests for assistance must be timely and reasonable.

Section 3.4 Project Operating Agreements. The Members agree that each Project Operating Agreement shall contain the following fundamental terms and conditions:

(a) HACM and TAC shall be co-managing members under the Project Operating Agreements.

(b) NEF shall be entitled to receive in each Project Operating Agreement tax credit industry standard guarantees of Facility completion, operating deficit guarantees and tax credit guarantees (together, the “**Guarantees**”).

(c) TAC shall be solely liable for Guarantees attributable to or covering the following items: (i) the completion of the rehabilitation of the Project (including lease-up delays to the extent attributable to completion delays); and (ii) the amount of Project costs properly included in computing the amount of state or federal tax credits, whether determined as part of the cost certification process or as part of an audit by the IRS or the Wisconsin Department of Revenue.

(d) HACM shall be solely liable for Guarantees attributable to or covering the following items: (i) the occupancy rates or rental rates of Facility units; (ii) Facility operating deficits not caused by construction delays or rehabilitation cost overruns for which TAC is responsible, with such guarantee to be limited to six months of underwritten operating expenses; and (iii) the disallowance or recapture of low-income housing tax credits attributable to the income levels or rents of Facility tenants, or the occupancy rate of Facility units. The terms of such Guarantees shall be as set forth in the NEF letters of intent for the 9% Credit LLC and 4% Credit LLC, as specifically set forth in the Project Operating Agreements. The execution of the Project Operating Agreements by HACM, NEF and TAC shall be subject to each party’s review and approval of the eligible tenant referral plan from the VA.

(e) TAC shall be responsible for preparing (or causing the preparation of) all construction related reports and all reports required to be submitted to or in connection with the Funding Sources to the extent related to the rehabilitation of the Project, including all tax credit cost certifications and approvals.

(f) HACM shall be responsible for preparing (or causing the preparation of) all reports relating to the initial and ongoing leasing of Facility units and all financial statements

and tax returns beginning with the taxable year in which the rehabilitation of the Facility is completed.

(g) TAC shall be entitled to withdraw as a Member and Manager of the Company following the close of the 5-year federal rehabilitation credit recapture period, and shall remain liable following such withdrawal for any TAC Guarantees as provided in the documents evidencing such Guarantees.

(h) HACM shall be granted a right of first refusal to acquire each condominium unit comprising the Facility, subject to the EUL, after the close of the 15-year LIHTC compliance period for the statutory purchase price under Code Section 42(i)(7).

(i) HACM shall be entitled to a fixed management fee in the amount permitted by NEF payable as a first priority against net cash flow after payment of the NEF fixed asset management fee.

(j) Any deferred development fees shall be paid as a first priority against net cash flow after payment of the NEF and HACM fixed asset management and management fees, and shall constitute TAC's only interest in net cash flow except as provided in Section 3.4(o), below.

(k) All federal tax allocations to HACM shall be qualified allocations under section 168(h) of the Code.

(l) HACM shall be specially allocated the state historic tax credit, shall sell such credit to a Wisconsin taxpayer identified by TAC and shall loan the proceeds of the sale to the Company as a subordinated loan.

(m) HACM shall be the recipient of any federal funds at the direction of TAC, and shall loan the federal funds to the Company on terms and conditions acceptable to TAC and NEF.

(n) If the bank construction lender requires guarantees of the construction loan, such guarantees shall be given by TAC.

(o) To the extent TAC or HACM is required to make payments on any Guarantee, or if TAC is required to make a payment on a construction loan guarantee, such payments shall be treated as loans to the applicable LLC which are repayable from LLC cash flow to the extent permitted by NEF.

Section 3.5 Termination. This Agreement shall be terminated and the Company shall be dissolved in the event that (a) the Project Operating Agreements are not executed by April 1, 2019; (b) TAC notifies HACM in writing that one or more of the Funding Sources for the Project is not available (in whole or in part) and that, as a result, the development of the Project is no longer financially feasible; (c) the VA provides notice that it will not enter into the EUL; or (d) the HUD-VASH Vouchers are not available (in whole or in part) and, as a result, HACM determines that the operation of the Project is no longer financially feasible (each, a **"Termination Event"**). Each Member has agreed, by executing this Agreement, to exercise

good faith and commercially reasonable efforts to avoid termination of this Agreement under this Section 3.5, but acknowledges that the Project is a complex multi-party real estate development and financing transaction which could cease to be a viable undertaking for reasons beyond the reasonable control of the Members. Accordingly, in the event this Agreement is terminated under this Section 3.5, each Member shall bear the risk of loss of any capital contribution by such Member under Section 4.1, and, in the absence of a written agreement to the contrary, shall not be entitled to seek the reimbursement or recovery of any such capital contributions from the other Member.

ARTICLE IV CONTRIBUTIONS, CAPITAL ACCOUNTS AND MEMBER LOANS

Section 4.1 Members' Capital Contributions. Prior to the execution of the Project Operating Agreements, each Member shall bear the costs associated with the performance of the services it is required to provide under this Agreement; provided that the costs listed on Exhibit C have previously been paid or reimbursed to TAC as set forth on Exhibit C. The Members shall maintain appropriate records of the costs funded under this Section 4.1, and such costs shall be treated as capital contributions to the Company by the Members. To the extent permitted by NEF and the other Funding Sources, any such capital contributions shall be reimbursed to each Member upon execution of the Project Operating Agreements.

Section 4.2 Capital Accounts. An individual capital account shall be maintained for each Member and shall be credited with the amounts of its initial capital contribution and any additional capital contributed by such Member to the Company from time to time. Members shall not be entitled to interest on their capital contributions, to withdraw any part of the capital account, or to receive any distribution from the Company, except as specifically provided herein. Each Member's capital account shall be determined and maintained throughout the term of the Company's existence in accordance with the requirements of Section 704(b) of the Code, and any of the Treasury Regulations (the "**Regulations**") promulgated from time to time thereunder.

Section 4.3 Member Loans. In the event a Member is unable to fund the costs it is required to fund under Section 4.1, the other Member may loan the needed funds to the Company (a "**Member Loan**"). Member Loans shall bear interest at 5%, compounded annually, and shall be repaid prior to the reimbursement of any capital contributions described in Section 4.1.

ARTICLE V ALLOCATIONS, DISTRIBUTIONS AND CASH FLOW

Section 5.1 Profits and Losses. It is not anticipated that the Company will generate taxable profits or losses prior to the taxable year in which the Project Operating Agreements are executed. Taxable profits or losses (or items thereof) for the taxable year in which the Project Operating Agreements are executed and thereafter shall be allocated as provided in the Project Operating Agreements. If this Agreement is terminated under Section 3.5, each Member shall be entitled to deduct the amount of its unreimbursed capital contributions or Member Loans to the Company.

Section 5.2 Distribution of Cash Flow. It is not anticipated that the Company will produce cash flow for distribution prior to the execution of the Project Operating Agreements. Cash flow available for distribution following execution of the Project Operating Agreements shall be distributed or applied as provided in the Project Operating Agreements.

ARTICLE VI MANAGER DECISIONS

Section 6.1 Authority of Managers. Each Member, acting in its capacity as a Manager of the Company, shall have the authority to bind the Company by entering into written agreements to which the Company is a party; provided that (a) neither Member shall cause the Company to enter into any material agreement without obtaining the consent of the other Member, which consent shall not be withheld, conditioned or delayed; and (b) it is the intention of the Members that TAC's business judgment should control decisions related to the performance of the services described in Section 3.3(a) and that HACM's business judgment should control decisions related to the performance of the services described in Section 3.3(b).

Section 6.2 Dispute Resolution. Any dispute that arises under or in connection with this Agreement will be settled, if possible, by good faith negotiation between the Members. If agreement is not reached within thirty (30) days, either Member may submit the matter to binding arbitration before a single arbitrator employing the American Arbitration Association Commercial Arbitration Rules. The arbitration shall take place in Milwaukee, Wisconsin. Any award rendered shall be binding and conclusive upon the parties. In the event the Members cannot agree upon an arbitrator, each Member shall select an arbitrator who shall together select a third arbitrator to act as the single arbitrator hearing the dispute. Each Member shall bear its own legal fees and the fees of the arbitrator shall be borne 50% by each Member, regardless of the outcome of the dispute; provided that if the arbitrator finds that a Member has acted in bad faith, such Member shall pay all fees incurred by the Company or the Members in connection with the arbitration proceeding.

Section 6.3 Resignation/Delegation. Neither Manager shall resign as Manager without the unanimous consent of the Members. Each Manager shall remain responsible for the performance of the services assigned to it herein notwithstanding the delegation or subcontracting of any such services to third parties.

Section 6.4 Bankruptcy or Dissolution. Each Member shall cease to be a Manager and shall cease to be a Member upon its bankruptcy or dissolution, whether voluntary or involuntary.

Section 6.5 Limitation on Liability of Members; Indemnification. No Member shall be liable, responsible, or accountable in damages or otherwise to the Members for any act or omission pursuant to the authority granted the Member as a Manager under this Agreement if the Member acted: (a) in good faith and in a manner it reasonably believed to be within the scope of the authority granted to it by this Agreement; and (b) in the best interests, or not opposed to the best interests, of the Company, provided that the Member shall not be relieved of liability for any claim, issue, or matter as to which the Member shall have been finally adjudicated to have violated Section 183.0402 of the Act. Subject to this limitation in the case of any judgment of

liability, the Company shall indemnify and allow expenses to the Member to the fullest extent permitted or required by Section 183.0403 of the Act.

ARTICLE VII CERTIFICATES OF MEMBERSHIP INTEREST AND TRANSFER

Section 7.1 Certificates. The Members hereby agree that the Member's interests shall be uncertificated such that the Company will not issue certificates representing each Member's interests.

Section 7.2 Transfers of Membership Interest. No Member may sell, exchange or transfer such Member's interest without the unanimous written consent of the other Members; provided, however, that no such consent is required if such sale, exchange or transfer is effected between existing Members of the Company.

ARTICLE VIII DISSOLUTION

Section 8.1 Dissolution. The Company will be dissolved upon the occurrence of any of the following events:

- (a) the occurrence of a Termination Event; or
- (b) the unanimous vote or written approval of the Members to dissolve the Company.

Section 8.2 Agent for Winding Up. The Members, by unanimous consent, may select an agent of the Company for the purposes of winding up the Company's business. Such agent shall be entitled to a reasonable fee for liquidating the Company and winding up its business and affairs.

ARTICLE IX MEMBER MEETINGS

Section 9.1 Regular Meetings. The Members may, by resolution, prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the Members in the notice of each such regular meeting.

Section 9.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member of the Company.

Section 9.3 Place of Meeting. The Members may designate any place, either within or without the State of Wisconsin, as the place of meeting for any regular or special meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Company in the State of Wisconsin.

Section 9.4 Notice of Meeting. Notice shall be given for each special meeting to each Member stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be given not less than forty-eight (48) hours nor more than ten (10) days before the date of the meeting in writing, unless oral notice is reasonable under the circumstances. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member's address as it appears on the Membership list maintained by the Company, with postage thereon prepaid.

Section 9.5 Quorum. Those persons holding one hundred percent (100%) of the membership interests in the Company must be present at any meeting of the Members, to establish a quorum. If less than the required percentage of the membership interests is represented, the Members may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum will be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly called meeting may continue to transact business until adjournment, notwithstanding the subsequent withdrawal of Members to leave less than a quorum.

Section 9.6 Manner of Acting. All Member actions shall be by unanimous consent.

Section 9.7 Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, will be signed by all the Members entitled to vote with respect to the subject matter thereof.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Return of Capital Contribution. Except as provided herein upon execution of the Amended Agreement, a Member does not have the right to demand the return of its capital contribution except upon dissolution of the Company and liquidation of its assets; in no event will a Member have the right to demand and receive property other than cash in return for its capital contribution.

Section 10.2 Applicable Law. This Agreement and the rights and obligations of the parties hereunder will be construed and interpreted in accordance with the laws of the State of Wisconsin.

Section 10.3 Captions. The headings, titles, or captions of the Articles and Sections of this Agreement in no way define, limit, extend or describe the scope of this Agreement or the meaning of any of its provisions and are intended only for reference and the convenience of the reader.

Section 10.4 Validity. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby.

Section 10.5 Binding Effect. This Agreement will inure to the benefit of and bind all Members, as well as their estates, heirs, personal representatives, successors and assigns.

Section 10.6 Interpretation. As used herein, the masculine shall include the feminine and neuter and the singular will include the plural and vice versa as required by the context.

Section 10.7 Counterparts. This Agreement or any amendment hereto may be executed in counterparts, all of which taken together will be deemed one original document, and will be binding upon all parties hereto notwithstanding that all parties are not signatory to the same counterpart.

Section 10.8 Notices. All notices under this Agreement will be in writing and will be effective either upon personal delivery or if sent by registered or certified mail, postage prepaid, addressed to the Member's address as it appears in this Agreement or on the membership list maintained by the Company.

Section 10.9 Right of Inspection. Any Member of the Company will have the right to examine at any reasonable time or times for any purpose, the books and records of account, minutes and records of the Company and to make copies thereof. Such inspection may be made by any agent or attorney of the Member. Upon the written request of any Member of the Company, the Members will mail or cause to be mailed to such requesting Member the Company's most recent financial statements, showing in reasonable detail the Company's assets and liabilities and the results of the Company's operations.

Section 10.10 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Wisconsin Uniform Partnership Act (Chapter 178 of the Wisconsin Statutes) or the Wisconsin Uniform Limited Partnership Act (Chapter 179 of the Wisconsin Statutes). The Members do not intend, by virtue of the execution of this Agreement, to be partners one to another, or partners as to any third party.

Section 10.11 Entire Agreement. This document, together with any exhibits attached hereto and incorporated herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and is intended to supersede entirely the provisions of any prior agreements, letters or statements of intent, negotiations or understandings, whether written or verbal, between the parties, their agents or representatives. This Agreement may not be modified or amended except by a written document, executed and delivered by the party against whom enforcement of such amendment or modification is sought.

Section 10.12 Defined Terms. The defined terms utilized in this Agreement, in the order used, are as follows:

- (a) "Agreement" is defined in the Preamble.
- (b) "HACM" is defined in the Preamble.
- (c) "TAC" is defined in the Preamble.

- (d) “Member” and “Members” are defined in the Preamble.
- (e) “Manager” and “Managers” are defined in the Preamble.
- (f) “VA” is defined in Recital A.
- (g) “EUL” is defined in Recital A.
- (h) “Hybrid Structure” is defined in Recital C.
- (i) “Company” is defined in Section 1.1.
- (j) “Act” is defined in Section 1.2.
- (k) “LLCs”, “9% Credit LLC” and “4% Credit LLC” are defined in
Section 1.3.
- (l) “NEF” is defined in Section 1.3.
- (m) “Articles” is defined in Section 1.4.
- (n) “Funding Source Summary” is defined in Section 1.6.
- (o) “Project Operating Agreements” is defined in Section 1.6.
- (p) “Funding Sources” is defined in Section 3.3 (a) (ii).
- (q) “Guarantees” is defined in Section 3.4 (b).
- (r) “Termination Event” is defined in Section 3.5.
- (s) “Regulations” is defined in Section 4.2.
- (t) “Member Loan” is defined in Section 4.3.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned Members have executed this Agreement as of the date first set forth above.

THE ALEXANDER COMPANY, INC.

By: _____
Joseph M. Alexander, President

**HOUSING AUTHORITY OF THE CITY
OF MILWAUKEE**

By: _____
Antonio Perez, Secretary – Executive
Director

EXHIBIT A - EUL

EXHIBIT B – FUNDING SOURCE SUMMARY (HYBRID STRUCTURE)

<u>Funding Source</u>	<u>9% Credit LLC (43 units)</u>	<u>4% Credit LLC (58 units)</u>
Federal Historic Tax Credit Equity	2,415,899	3,888,238
Low Income Housing Tax Credit Equity	12,318,768	7,115,661
HACM Loan (State Tax Credits)	2,358,614	3,751,381
HACM Loan (MILCON)	-	5,000,000
HACM Loan (GMF)	-	2,714,442
HACM Loan (AHP)	-	750,000
HACM Loan (Citi/ML/HD)	-	570,000
HACM Loan (Save America)	-	500,000

EXHIBIT C COST PAYMENTS AND REIMBURSEMENTS
(SEE ATTACHED)