**LIMITED OFFERING MEMORANDUM DATED JUNE 29, 2020**

**NEW ISSUE – BOOK ENTRY ONLY** **NOT RATED**

*In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes, except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the facilities financed by the Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended, and interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is also of the opinion that, under existing State of Wisconsin statutes, interest on the Bonds is not includable in taxable net income of individuals, trusts and estates for Wisconsin income tax purposes and is not an item of tax preference for purposes of the Wisconsin alternative minimum taxes imposed on individuals and corporations. For a more complete description of such opinions of Bond Counsel, see "TAX MATTERS" herein.*

# $9,220,000
# WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY
## MULTIFAMILY HOUSING BONDS
## (MEADOW VILLAGE PROJECT), 2020 SERIES A

Dated: Date of Issue Due: As shown on the inside cover

The Wisconsin Housing and Economic Development Authority (the "Issuer") is issuing $9,220,000 aggregate principal amount of its Multifamily Housing Bonds (Meadow Village Project), 2020 Series A (the "Bonds"). Pursuant to the Loan and Security Agreement (the "Loan Agreement") dated as of July 1, 2020, among the Issuer, U.S. Bank National Association, as trustee (the "Trustee"), and the Borrower, all proceeds of the Bonds will be loaned by the Issuer to CB Meadow Village Renovation, LLC, a Wisconsin limited liability company (the "Borrower"). Proceeds of the Bonds, together with certain other funds, will be used to finance or refinance (i) the acquisition, rehabilitation and equipping of a 90-unit multiple multifamily rental housing development (the "Project") located in the City of Milwaukee, Milwaukee County, Wisconsin, all of the units of which must be occupied by residents with income not exceeding eighty percent (80%) of the Milwaukee Area Median Income (AMI), (ii) the funding of a Debt Service Reserve Fund, (iii) the funding of capitalized interest on the Bonds, if any, and (iv) the payment of certain costs of issuance of the Bonds.

The Bonds will be secured by a pledge and assignment of the Trust Estate (as defined herein), including certain revenues from the Project and funds deposited under the Indenture of Trust, dated as of July 1, 2020 (the "Indenture"), between the Issuer and the Trustee. In addition, the Bonds will be secured by a Mortgage (as defined herein) on the Project and the payments required to be made by the Borrower pursuant to the Loan Agreement. See "SECURITY FOR THE BONDS."

Interest on the Bonds is payable on each January 1 and July 1, commencing January 1, 2021. The Bonds will be issued only as fully registered bonds in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, as registered owner of all the Bonds, to which principal and interest payments will be made. Purchasers of book-entry interests in the Bonds will not receive physical delivery of bonds. The Bonds will be issued in denominations of $25,000 principal amount or any integral multiple of $5,000 in excess thereof. The Bonds will bear interest at the fixed rates described herein.

**An investment in the Bonds is subject to certain risks. See "BONDHOLDERS' RISKS" herein.**

**THE BONDS MAY ONLY BE OFFERED TO AND PURCHASED BY "QUALIFIED BUYERS" MEANING "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(a) OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED.**

The Bonds are subject to redemption prior to maturity as described herein, including redemption at a price equal to the principal amount thereof plus accrued interest, without premium. See "REDEMPTION OF BONDS."

IN ACCORDANCE WITH THE ACT AND THE RESOLUTION, THE BONDS SHALL BE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM FUNDS PLEDGED FOR THEIR PAYMENT AND SHALL NOT CONSTITUTE A GENERAL OR MORAL OBLIGATION OR A PLEDGE OF THE FULL FAITH OR CREDIT OF THE ISSUER OR THE STATE OF WISCONSIN (THE "STATE"), OR A PLEDGE OF ANY TAXING POWER OF THE STATE. THE STATE SHALL NOT BE LIABLE ON THE BONDS. THE ISSUER HAS NO TAXING POWER. THE BONDS AND THE INTEREST THEREON ARE NOT A DEBT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL NOT CONSTITUTE OR GIVE RISE TO ANY PERSONAL LIABILITY OF ANY MEMBER OF THE ISSUER'S GOVERNING BODY OR ANY OFFICERS OR EMPLOYEES OF THE ISSUER ON THE BONDS OR FOR ANY ACT OR OMISSION RELATED TO THE AUTHORIZATION OR ISSUANCE OF THE BONDS.

This Limited Offering Memorandum has been prepared by the Issuer to provide information on the Bonds. Selected information is presented on this cover page for the convenience of the user. To make an informed decision, a prospective investor should read this Limited Offering Memorandum in its entirety.

The Bonds are offered, subject to prior sale, when, as and if accepted by the Underwriter named below and subject to an opinion as to validity and tax exemption by Kutak Rock LLP, Omaha, Nebraska, Bond Counsel, the approval of certain matters by Reinhart Boerner Van Deuren s.c., Milwaukee, Wisconsin, as counsel to and for the benefit of the Borrower, the approval of certain matters by Quarles & Brady LLP, Milwaukee, Wisconsin, as counsel to and for the benefit of the Underwriter, and certain other conditions. It is expected that delivery of the Bonds will be made on or about July 14, 2020, against payment therefor, through the facilities of DTC in New York, New York. Subject to applicable securities laws and prevailing market conditions, the Underwriter intends, but is not obligated, to effect secondary market trading in the Bonds. For information with respect to the Underwriter, see "UNDERWRITING" herein.

Colliers INTERNATIONAL Securities

**$9,220,000**
**WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY**
**MULTIFAMILY HOUSING BONDS**
**(MEADOW VILLAGE PROJECT), 2020 SERIES A**

**Maturity Schedule**

| Maturity Date (July 1) | Principal Amount | Interest Rate | Yield | Price | CUSIP* 97689R |
|---|---|---|---|---|---|
| 2022 | $405,000 | 3.000% | 3.000% | 100.000% | EH3 |
| 2037 | $1,435,000 | 4.375% | 4.500% | 98.526% | EM2 |
| 2037 | $5,000,000 | 5.000% | 4.500% | 103.977% | EN0 |

$485,000 Term Bonds Due July 1, 2025 @ 3.5000%; Yield 3.5000%; Price 100.000%; CUSIP* 97689REJ9

$715,000 Term Bonds Due July 1, 2030 @ 4.000%; Yield 4.000%; Price 100.000%; CUSIP* 97689REK6

$1,180,000 Term Bonds Due January 1, 2037 @ 4.375%; Yield 4.375%; Price 100.000%; CUSIP* 97689REL4

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* CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the Issuer, the Borrower or the Underwriter and are included solely for the convenience of the holders of the Bonds. None of the Issuer, the Borrower or the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the Bonds.

**Notice to Investors**

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 27A of the United States Securities Act of 1933, as amended (the "Securities Act"). Such statements are generally identifiable by the terminology used such as "plan," "expect," "budget" or other similar words. Such forward-looking statements include, among others, statements referring to and set forth in the Financial Forecast attached as Appendix B hereto.

The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Borrower does not plan to issue any updates or revisions to those forward-looking statements if or when expectations, events, conditions or circumstances change.

**THIS LIMITED OFFERING MEMORANDUM HAS BEEN PREPARED SOLELY FOR AN OFFERING TO "ACCREDITED INVESTORS" AS DESCRIBED IN RULE 501(a) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. AN INVESTMENT IN THE BONDS SHOULD BE CONSIDERED INAPPROPRIATE FOR INVESTORS WHO DO NOT QUALIFY AS "ACCREDITED INVESTORS" PER THE ABOVE.**

Each purchaser must review this entire Limited Offering Memorandum and the Appendices hereto, including the information relating to the sources of repayment of the Bonds, the projects financed with proceeds of the Bonds, and the Borrower (including financial and operating data). The Limited Offering Memorandum is not guaranteed as to its accuracy or completeness, and is not a representation by and is not to be construed as a representation by the Underwriter.

Each purchaser must be able to bear the economic risk associated with a purchase of securities such as the Bonds and must have the knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, necessary so as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described herein.

The information set forth herein has been provided by or on behalf of the Borrower and other sources believed to be reliable. This information is not guaranteed as to accuracy and is not to be construed as a representation of such by the Issuer (other than under the headings "THE ISSUER" and "ABSENCE OF LITIGATION—The Issuer"). The Underwriter makes no guarantee as to accuracy or completeness of such information, and its inclusion herein is not to be construed as a representation by the Underwriter; however, consistent with its responsibilities under the federal securities laws, the Underwriter has reviewed the information in this Limited Offering Memorandum and has a reasonable basis for its belief in the accuracy and completeness of the key representations herein. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum at any time nor any sale made hereunder creates any implication that the information herein is correct as of any time subsequent to its date.

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THESE SECURITIES UNDER THE SECURITIES OR BLUE SKY LAWS OF THE STATES IN WHICH THEY HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THESE SECURITIES OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

The Trustee has not participated in the preparation of this Limited Offering Memorandum. Except for information under the heading "THE TRUSTEE," the Trustee has or assumes no responsibility as to the accuracy or completeness of any information contained in this Limited Offering Memorandum.

*No dealer, salesman, or other person has been authorized to give any information or to make any representation, other than the information contained in this Limited Offering Memorandum, in connection with the offering of the Bonds, and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer, the Borrower, the Trustee, or the Underwriter. The information in this Limited Offering Memorandum is subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Issuer, the Borrower, the Trustee, or the Underwriter since the date hereof. This Limited Offering Memorandum does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.*

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## SUMMARY INFORMATION

The following is a summary of certain information contained in this Limited Offering Memorandum. The summary is not comprehensive or complete and is qualified in its entirety by reference to the complete Limited Offering Memorandum. Undefined capitalized terms used below are defined in Appendix C hereto or elsewhere in this Limited Offering Memorandum.

| | |
|---|---|
| The Bonds | $9,220,000 Multifamily Housing Bonds (Meadow Village Project), 2020 Series A to be issued by the Wisconsin Housing and Economic Development Authority initially in denominations of $25,000 or integral multiples of $5,000 in excess thereof. See "THE BONDS – General." |
| Payment | Interest accrues on the Bonds at the rates set forth on the inside of the cover page hereof and is payable on January 1 and July 1 of each year (commencing January 1, 2021) to the persons who were the registered owners of Bonds as of the fifteenth day of the calendar month preceding each Interest Payment Date. The Bonds are being issued solely in Book-Entry form. See "THE BONDS – General" and "THE BONDS – Book-Entry System." |
| Redemption or Prepayment | The Bonds are subject to optional redemption by the Issuer, at the direction of the Borrower on any date on or after July 1, 2028, in whole or in part at any time from Available Moneys, equal to the principal amount thereof at the redemption prices as set forth in the Indenture, plus accrued interest to the date of redemption. The Bonds maturing on July 1, 2022, are subject to special optional redemption by the Issuer, at the written direction of the Borrower, on or after July 1, 2021, in whole or in part from Available Moneys at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption. The Bonds are also subject to mandatory redemption as provided in the Indenture. See "REDEMPTION OF BONDS." |
| Use of Proceeds | Pursuant to the Loan Agreement, proceeds of the Bonds will be loaned to the Borrower, and together with other funds of the Borrower will be applied to finance or refinance (i) the acquisition, rehabilitation and equipping of the Project as further described herein, (ii) fund the Debt Service Reserve Fund, (iii) fund capitalized interest on the Bonds, if any, and (iv) pay certain costs of issuance. See "ESTIMATED SOURCES AND USES OF FUNDS." |
| The Borrower | The Borrower is CB Meadow Village Renovation, LLC, a Wisconsin limited liability company. Pursuant to the Loan Agreement, the Borrower will agree to make Loan Repayments sufficient to pay when due all principal of and interest on the Bonds. See Appendix A: "THE BORROWER AND THE PROJECT." |
| Security for the Bonds | The Bonds are secured by a first lien on and pledge and assignment of a security interest in the Trust Estate. The Trust Estate includes (a) all right, title and interest of the Issuer in and to the Loan Agreement, the Note, the Regulatory Agreements, the HAP Contract and the Mortgage (other than the Reserved Rights of the Issuer); (b) all funds, money and securities from time to time held by the Trustee under the terms of the Indenture (except amounts on deposit in the Rebate Fund); (c) any and all other property rights and interests granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated, or otherwise subjected to the Indenture as and for additional security for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee; and (d) to the extent not covered above, all proceeds of the foregoing. See "SECURITY FOR THE BONDS." |

**LIMITED OFFERING MEMORANDUM**

**$9,220,000**
**WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY**
**MULTIFAMILY HOUSING BONDS**
**(MEADOW VILLAGE PROJECT)**
**2020 SERIES A**

**INTRODUCTION**

This Limited Offering Memorandum, including the cover page and appendices hereto, is furnished in connection with the issuance and sale by the Wisconsin Housing and Economic Development Authority (the "Issuer") of $9,220,000 aggregate principal amount of its Multifamily Housing Bonds (Meadow Village Project), 2020 Series A (the "Bonds"). Definitions of certain terms and words used in this Limited Offering Memorandum are set forth in "APPENDIX C—Certain Definitions."

The Bonds are being issued pursuant to resolutions of the Issuer adopted on April 17, 2006, as amended and restated on June 22, 2016 (the "General Resolution"), Supplemental Resolution Numbers 1, 2, 3, 4, 5, 6, 7 and 8, dated April 17, 2006, August 21, 2006, August 20, 2007, December 1, 2009, October 19, 2011, February 17, 2016, as amended and restated on June 22, 2016, February 21, 2018, and June 17, 2020, respectively, (collectively, the "Supplemental Resolutions"), a series resolution of the Members Loan Committee of the Issuer adopted on April 15, 2020 (the "Series Resolution" and together with the General Resolution and the Supplemental Resolutions, the "Resolution"), the provisions of Chapter 234 of the Wisconsin Statutes, as amended (the "Act"), and under the terms of an Indenture of Trust, dated as of July 1, 2020 (the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee").

The Bonds are being issued by the Issuer to provide money to finance or refinance (1) the acquisition, rehabilitation and equipping of a 90-unit multiple multifamily rental housing development (the "Project") located in the City of Milwaukee, Milwaukee County, Wisconsin, all of the units of which must be occupied by residents with income not exceeding eighty percent (80%) of the Milwaukee Area Median Income ("AMI"), (2) the funding of a Debt Service Reserve Fund, (3) the funding of capitalized interest on the Bonds, if any, and (4) the payment of certain costs of issuance of the Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Issuer, the Borrower, the Managing Member and the Trustee will enter into a Tax Certificate and Agreement, dated as of the Closing Date for the Bonds (the "Tax Certificate"), relating to requirements imposed on the Borrower and the Project by the Internal Revenue Code of 1986, as amended (the "Code"), in order for interest on the Bonds to be excluded from gross income for federal income tax purposes. The Borrower will enter into a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of July 1, 2020 (the "Regulatory Agreement"), by and among the Issuer, the Borrower and the Trustee, with respect to the Project. The Borrower will also enter into a Land Use Restriction Agreement for Tax-Exempt Bond Funding, dated as of July 1, 2020 (the "Land Use Restriction Agreement") with the Issuer. Pursuant to the Land Use Restriction Agreement, during the Qualified Project Period (as defined in the Land Use Restriction Agreement), the Project must have 88 units (of 90 total units), which are set aside for occupancy by individuals whose incomes at the time of initial occupancy do not exceed 60% of the Milwaukee County area median income.

The Issuer will, contemporaneously with the execution of the Indenture, enter into a Loan and Security Agreement, dated as of July 1, 2020 (the "Loan Agreement"), with the Trustee and the Borrower. Pursuant to the Loan Agreement, the Issuer will use the proceeds of the Bonds to make a loan (the

"Loan") to the Borrower to finance or refinance the acquisition, rehabilitation and equipping of the Project, and the Borrower will agree to make payments to the Issuer to pay the principal of, premium, if any, and interest on the Bonds. Under the Indenture, all of the Issuer's rights under the Loan Agreement (except for certain reserved rights of the Issuer) will be assigned to the Trustee for the benefit of the owners of the Bonds. See "THE LOAN AGREEMENT" herein.

Pursuant to the provisions of Section 8 of the United States Housing Act of 1937, as amended (the "U.S. Housing Act"), the United States of America, acting through the Department of Housing and Urban Development ("HUD") will enter into a Housing Assistance Payments Renewal Contract for Mark-up-to-Market Project assigning the Section 8 Housing Assistance Payments Contract (the "HAP Contract"), with the Borrower for the Project. Subject to the terms of the HAP Contract, the Borrower will be entitled to receive certain payments from HUD ("Housing Assistance Payments") with respect to the units in the Project (the "Section 8 Units") occupied by low-income families eligible to receive rental assistance under Section 8 of the U.S. Housing Act. See "SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM." Under the Mortgage (as defined below), the Borrower will assign its Housing Assistance Payments to the Issuer which will be subsequently assigned to the Trustee pursuant to that certain Assignment of Mortgage and Collateral Loan Documents dated July 14, 2020, between the Issuer and the Trustee.

The amount of the Housing Assistance Payments with respect to the Project equals the difference between rent permitted by the HAP Contract ("Contract Rents") for Section 8 Units and that portion of the rent paid by tenants, up to the maximum aggregate annual amount established by the HAP Contract (which amount may be exceeded under certain circumstances and may be increased or decreased by HUD pursuant to the HAP Contract). The tenant-paid portion of Contract Rents (the "Tenant Rents") is limited to 30% of the tenant's adjusted gross income. Contract Rents are established by HUD and are adjusted at least annually. See "SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM."

The HAP Contract with respect to the Project is scheduled to expire on July 1, 2040. The Borrower has covenanted in the Loan Agreement that no contract or contracts will be entered into or any action taken by which the Project Revenues shall be reduced below the amount required under the Loan Agreement or by which the rights of the Issuer under the Loan Agreement or the rights of the owners under the Indenture or the Bonds might be impaired or diminished. There is no assurance that the HAP Contract will be renewed by HUD after its expiration. Current law requires HUD to renew existing HAP Contracts upon an owner's request, so long as sufficient funds have been appropriated by Congress for such purpose and the owner satisfies the applicable HUD requirements for renewal. See the captions "SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM" and "CERTAIN BONDHOLDERS' RISKS—Housing Assistance Payment Risks—Scheduled Termination of HAP Payments" herein.

In connection with the issuance of the Bonds, the Borrower will execute a mortgage or similar instrument, dated as of July 1, 2020, with respect to the Project (the "Mortgage"), to secure payments to be made pursuant to the Loan Agreement. The Borrower's obligation to make such payments will be evidenced by a promissory note (the "Note"). The Bonds are also to be secured by a Debt Service Reserve Fund, established under the Indenture. Amounts on deposit in the Debt Service Reserve Fund are to be used to pay the principal of and interest on the Bonds to the extent money on deposit in the Bond Fund is insufficient therefor. See "THE INDENTURE—Debt Service Reserve Fund" for a description of the uses of money on deposit in the Debt Service Reserve Fund.

The Bonds are secured by a first lien on and pledge and assignment of a security interest in the Trust Estate. The Trust Estate includes (a) all right, title and interest of the Issuer in and to the Loan Agreement, the Note, the Regulatory Agreement, the HAP Contract and the Mortgage (other than the Reserved Rights of the Issuer, as defined herein); (b) all funds, money and securities from time to time held by the Trustee under the terms of the Indenture (except amounts on deposit in the Rebate Fund); (c) any and all other property rights and interests in property granted, bargained, sold, alienated, demised, released, conveyed, mortgaged, pledged, hypothecated or otherwise subjected to the Indenture as and for additional security for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee; and (d) to the extent not covered above, all proceeds of the foregoing. See "SECURITY FOR THE BONDS" herein.

An investment in the Bonds is subject to certain risks, some of which are described herein under the caption "BONDHOLDERS' RISKS."

This Limited Offering Memorandum and the appendices attached hereto contain descriptions of, among other matters, the Bonds, the Borrower, the Project, the Indenture, the Tax Certificate, the Regulatory Agreement, the Land Use Restriction Agreement, the Mortgage, and the Loan Agreement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to any agreements are qualified in their entirety by reference to such agreements and documents, and all references herein to the Bonds are qualified in their entirety by reference to the form thereof included in the Indenture. Copies of such agreements and all other documents referred to herein are available at a website to which access may be obtained during the initial offering period by contacting the Underwriter.

## THE BONDS

### General

The Bonds will be dated as of the date of delivery (July 14, 2020) and will bear interest from that date at the rates and mature on the dates and in the principal amounts as set forth on the inside cover page hereof. Interest on the Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months and is to be paid on January 1 and July 1 of each year, commencing January 1, 2021 (each, an "Interest Payment Date"). The Bonds will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from their date. The Bonds will be issued in denominations of $25,000 principal amount or any integral multiple $5,000 in excess thereof ("Authorized Denominations").

### Purchase and Transfer Restrictions

The Bonds may only be purchased by a "Qualified Buyer" under the Indenture. Under the Indenture, a "Qualified Buyer" means an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended. The Bonds may only be subsequently transferred to Qualified Buyers.

### Book-Entry System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued in the aggregate principal amount of each maturity of the Bonds and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation & Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual owner of each Bond (each, a "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices are to be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments with respect to the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered. The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources believed to be reliable, but the Issuer, the Borrower and the Underwriter take no responsibility for the accuracy thereof. The Issuer makes no representation regarding whether the Bonds qualify for DTC registration and is under no obligation to comply with any requirements of DTC or to assure that the Bonds continue to so qualify for DTC registration.

## REDEMPTION OF BONDS

### Optional Redemption

The Bonds are subject to optional redemption on any date on or after July 1, 2028, in whole or in part at any time from Available Moneys, at a redemption price equal to principal amount thereof at the redemption prices set forth in the table below, expressed as percentages of the principal amount redeemed, plus accrued interest to the date of redemption:

| Redemption Dates | Redemption Prices |
|---|---|
| July 1, 2028, through June 30, 2029 | 102% |
| July 1, 2029, through June 30, 2030 | 101 |
| July 1, 2030, and thereafter | 100 |

### Special Optional Redemption

The Bonds maturing on July 1, 2022, are subject to special optional redemption by the Issuer, at the written direction of the Borrower, on any date on or after July 1, 2021, in whole or in part from Available Moneys at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption.

**Mandatory Sinking Fund Redemption**

The Bonds maturing on July 1, 2025, July 1, 2030 and January 1, 2037 will be subject to mandatory redemption prior to maturity by lot in such manner as the Trustee may determine through the operation of mandatory sinking fund payments as provided in the Indenture, at the principal amount so to be redeemed plus accrued interest to the redemption date, in accordance with the following schedules:

**Bonds Maturing July 1, 2025**

| Mandatory Redemption Date | Principal Amount to be Redeemed | Mandatory Redemption Date | Principal Amount to be Redeemed |
|---|---|---|---|
| January 1, 2022 | $55,000 | July 1, 2022 | $60,000 |
| January 1, 2023 | 60,000 | July 1, 2023 | 60,000 |
| January 1, 2024 | 60,000 | July 1, 2024 | 60,000 |
| January 1, 2025 | 65,000 | July 1, 2025† | 65,000 |
| | | †Final Maturity | |

**Bonds Maturing July 1, 2030**

| Mandatory Redemption Date | Principal Amount to be Redeemed | Mandatory Redemption Date | Principal Amount to be Redeemed |
|---|---|---|---|
| January 1, 2026 | $65,000 | July 1, 2026 | $65,000 |
| January 1, 2027 | 70,000 | July 1, 2027 | 70,000 |
| January 1, 2028 | 70,000 | July 1, 2028 | 70,000 |
| January 1, 2029 | 75,000 | July 1, 2029 | 75,000 |
| January 1, 2030 | 75,000 | July 1, 2030† | 80,000 |
| | | †Final Maturity | |

**Bonds Maturing January 1, 2037**

| Mandatory Redemption Date | Principal Amount to be Redeemed | Mandatory Redemption Date | Principal Amount to be Redeemed |
|---|---|---|---|
| January 1, 2031 | $80,000 | July 1, 2031 | $80,000 |
| January 1, 2032 | 85,000 | July 1, 2032 | 85,000 |
| January 1, 2033 | 85,000 | July 1, 2033 | 90,000 |
| January 1, 2034 | 90,000 | July 1, 2034 | 90,000 |
| January 1, 2035 | 95,000 | July 1, 2035 | 95,000 |
| January 1, 2036 | 100,000 | July 1, 2036 | 100,000 |
| January 1, 2037† | 105,000 | | — |
| | | †Final Maturity | |

At the option of the Borrower, exercised not less than 45 days prior to any sinking fund redemption date, the Borrower may (i) deliver to the Trustee for cancellation Term Bonds in any aggregate principal amount desired, or (ii) receive a credit in respect of such sinking fund obligation for any Term Bonds which prior to such date have been purchased or redeemed (otherwise than through the operation of the sinking fund) and not otherwise previously been applied as a credit against sinking fund payments.

**Mandatory Redemption**

Bonds are to be called for redemption at any time (i) as a whole or in part, at the earliest practicable date, in the event the Project or any portion thereof are damaged or destroyed or taken in a condemnation proceeding and Net Proceeds (as defined herein) resulting therefrom are in an amount equal to at least $250,000 and Net Proceeds are to be used to redeem Bonds at the election of the Borrowers' Representative or required pursuant to the Loan Agreement, (ii) as a whole or in part, at the earliest practicable date, in the event the Project or any portion thereof are damaged or destroyed if restoration cannot be completed, in the reasonable judgment of the Borrowers' Representative, as certified in writing to the Trustee and the Issuer, prior to the expiration of rental loss insurance, (iii) as a whole or in part, at the earliest practicable date, in the event the Borrower exercises its option to terminate the Loan Agreement (as a whole or in part) pursuant to the Loan Agreement, (see "THE LOAN AGREEMENT—Option To Terminate Upon Certain Events"), (iv) as a whole, at the earliest practicable date, following a Determination of Taxability (as defined below) with respect to the Bonds, (v) as a whole, at the earliest practicable date, if the Borrowers are required to prepay the Loan following a default under the Loan Agreement and (vi) in part from amounts transferred from the Project Fund (see "THE LOAN AGREEMENT").

If called for redemption at any time pursuant to clauses (i) through (vi) above, the Bonds are to be redeemed on the earliest practicable date (less than all of such Bonds to be selected in accordance with the provisions of the Indenture relating to selection of Bonds), at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

"Determination of Taxability" means (a) a final decree or judgment of any federal court, not subject to appeal, or a final action of the Internal Revenue Service, not subject to appeal, that determines that interest paid or payable on any Bond is or was includable in the gross income of an Owner for federal income tax purposes, (b) the receipt by any present or former Owner of a Bond, the Trustee, the Borrower, the Borrower's Representative, or the Issuer of a "notice of deficiency" issued by the Internal Revenue Service or any similar notice assessing or expressing an intention to assess a tax in respect of any interest on the Bonds, if no longer subject to any contest or appeal, or (c) the execution of a settlement agreement between the Internal Revenue Service and any present or former Owner, the Trustee, the Borrower, the Borrower's Representative or the Issuer under which a tax, penalty or interest in respect of any interest on the Bonds is to be assessed (other than an agreement pursuant to which the interest on the Bonds at issue will continue to be excluded from gross income for federal income tax purposes); provided, however, that no such decree, action, agreement or notice will be considered a "Determination of Taxability" for any purpose hereunder unless the Issuer, the Borrower's Representative and the Borrower, as applicable, have been given written notice and, if it is so desired and is legally allowed, have been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Bond, and until conclusion of any appellate reviews, including judicial decisions and appeals therefrom as may be sought and legally available.

There is no provision in the Indenture requiring the payment of additional interest upon a Determination of Taxability with respect to the Bonds. While the Bonds are subject to redemption following a Determination of Taxability, no assurance can be given, however, that the Borrower will have sufficient resources (or the ability to refinance the Project) to cause such redemption to take place.

**Selection of Bonds to be Redeemed**

Bonds may be redeemed only in such manner as will result in only Authorized Denominations remaining outstanding. If Bonds are to be redeemed pursuant to the provisions described under "—Mandatory Redemption" above, the Bonds may be selected for redemption only to the extent that the Borrowers' Representative provides an opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that redemption of the Bonds in the proposed amount will not cause interest on the Bonds to be includable in the gross income of the owners thereof for purposes of federal income taxation.

If less than all of the Bonds of a maturity are being redeemed, the Bonds of that particular maturity shall be selected by DTC or any successor depository in accordance with its procedures, or, if the book-entry system is discontinued, by the Trustee by lot. If it is determined that less than all of the principal amount represented by any Bond is to be called for redemption, then, following notice of intention to redeem such principal amount, the holder thereof shall surrender such Bond to the Trustee on or before the applicable redemption date for (i) payment on the redemption date to such holder of the redemption price of the amount called for redemption and (ii) delivery to such holder of a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond, which shall be an Authorized Denomination. A new Bond of such Series representing the unredeemed balance of such Bond shall be issued to the holder thereof, without charge therefor. Such provision shall not apply to scheduled mandatory sinking fund redemptions.

**Notice of Redemption**

In the event any of the Bonds are called for redemption, and notice thereof has been given by the Borrower to the Paying Agent, the Paying Agent is to give notice, in the name of the Issuer, of the redemption of such Bonds, which notice is to (i) specify the Bonds to be redeemed, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable (which is to be the corporate trust office designated by the Paying Agent) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of the Bonds, to be so redeemed and (ii) state that on the redemption date the Bonds to be redeemed are to cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice is to be given by mail to the owners of the Bonds to be redeemed, at least 30 days but no more than 60 days prior to the date fixed for redemption. Any notice of optional redemption may state that such redemption is conditioned ("Conditional Notice") upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the principal of and interest on such Bonds to be redeemed or upon the occurrence of such other event or condition that is set forth in such Conditional Notice, and that, if such money has not been so received, or if such other event or condition has occurred or failed to occur (as the case may be), such notice will be of no force and effect and the redemption of the Bonds specified in the Conditional Notice will no longer be required.

Any Bonds that have been duly selected for redemption and that are deemed to be paid in accordance with the Indenture will cease to bear interest on the specified redemption date. The actual receipt by the holder of any Bond or any other party of notice of redemption will not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, will not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption.

### No Partial Redemption After Default

If there has occurred and is continuing an Event of Default described in the Indenture with respect to the Bonds, there is to be no redemption (other than mandatory sinking fund redemption) of less than all of the Bonds outstanding.

## SECURITY FOR THE BONDS

### Trust Estate

The Bonds are secured by a first lien on and pledge and assignment of a security interest in the Trust Estate. The Trust Estate includes (a) all right, title and interest of the Issuer in and to the Loan Agreement, the Note, the Regulatory Agreement, the HAP Contract and the Mortgage (other than the Reserved Rights of the Issuer); (b) all funds, money and securities from time to time held by the Trustee under the terms of the Indenture (except amounts on deposit in the Rebate Fund); (c) any and all other property rights and interests granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated, or otherwise subjected to the Indenture as and for additional security for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee; and (d) to the extent not covered above, all proceeds of the foregoing.

### Limited Liability of Issuer

IN ACCORDANCE WITH THE ACT AND THE RESOLUTION, THE BONDS SHALL BE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM FUNDS PLEDGED FOR THEIR PAYMENT AND SHALL NOT CONSTITUTE A GENERAL OR MORAL OBLIGATION OR A PLEDGE OF THE FULL FAITH OR CREDIT OF THE ISSUER OR THE STATE OF WISCONSIN (THE "STATE"), OR A PLEDGE OF ANY TAXING POWER OF THE STATE. THE ISSUER HAS NO TAXING POWER. THE STATE IS NOT LIABLE ON THE BONDS. THE BONDS AND THE INTEREST THEREON ARE NOT A DEBT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL NOT CONSTITUTE OR GIVE RISE TO ANY PERSONAL LIABILITY OF ANY MEMBER OF THE ISSUER’S GOVERNING BODY OR ANY OFFICERS OR EMPLOYEES OF THE ISSUER ON THE BONDS OR FOR ANY ACT OR OMISSION RELATED TO THE AUTHORIZATION OR ISSUANCE OF THE BONDS.

### The Mortgage

The Borrower will grant in favor of the Trustee for the benefit of the owners of the Bonds, a mortgage or similar instrument (the "Mortgage") on the Project. An event of default under the Mortgage constitutes a default under the Loan Agreement, which may result in the redemption of the Bonds.

### Operation of the Project

Payments to be made by the Borrower pursuant to the Loan Agreement will be derived solely from revenues generated by the operation of the Project. No representation or assurance can be given that revenues from the Project will be realized by the Borrower in amounts necessary to enable the Borrower to make payment pursuant to the Loan Agreement sufficient to pay the principal of, premium, if any, and interest on the Bonds.

**Debt Service Reserve Fund**

On the Closing Date, there is to be deposited in the Debt Service Reserve Fund the amount of $263,904. Amounts on deposit in the Debt Service Reserve Fund are to be used to pay the principal of (including mandatory sinking fund redemption) and interest on the Bonds when due to the extent money on deposit in the Bond Fund is insufficient therefor. In addition, money in the Debt Service Reserve Fund may be transferred to the Bond Fund to pay the last maturing principal amount of Bonds on the redemption date or, if all Bonds are being redeemed, to pay the redemption price thereof.

**Expected Redemption of Bonds Maturing July 1, 2022**

The Bonds maturing July 1, 2022 are expected to be redeemed on or after July 1, 2021 (see "REDEMPTION OF BONDS - Special Optional Redemption" above). The Borrower expects to use proceeds of the fifth Installment payment from the Investor Member pursuant to the Operating Agreement to redeem such Bonds. Under the Operating Agreement, the fifth Installment is required to be paid by the Investor Member to the Borrower upon the latest of: (a) satisfaction of all requirements to fund prior Installments under the Operating Agreement, (b) no default under the Operating Agreement remaining uncured, (c) the Completion Date (including, but not limited to, an inspection by the Investor Member, or its designee, confirming that the buildings have been completed in accordance with the Plans and Specifications) and receipt by the Investor Member of satisfactory evidence that there are no recorded mechanic's liens that have not been released or bonded against (which may be demonstrated through the provision of an updated title report), (d) evidence of issuance of final certificates of occupancy for all units in the Project and 100% lien-free completion, (e) evidence that the Bond Loan has been paid down in an amount of at least $405,000, if required pursuant to the Bond Loan Documents (which repayment may occur simultaneously with the payment of the fifth Installment), (f) receipt and approval by the Investor Member of the HAP Contract, (g) receipt and approval by the Investor Member of the Installment Notice and Installment Documentation for the fifth Installment, (h) receipt by the Investor Member of evidence that the Managing Member has made the election on behalf of the Borrower under the Code to be treated as an "electing real property trade or business" as defined under the Code, (i) receipt of documentation of the election of the Managing Member, made pursuant to the Code, and (j) June 14, 2021. No assurance can be that the Investor Member will make timely payment of the fifth Installment (see "BONDHOLDERS' RISKS - Investor Member Installments" herein).

Under the Operating Agreement, the fifth Installment shall not be used to pay the Development Fee prior to receipt by the Investor Member of evidence that the Bonds maturing July 1, 2022 have been redeemed (which repayment may occur simultaneously with the payment of the fifth Installment).

For more information, the Operating Agreement is available upon request from the Underwriter.

**Additional Indebtedness**

The Indenture permits the issuance of additional bonds ("Additional Bonds") on a parity with the Bonds pursuant to a Supplemental Indenture, subject to receipt of (i) written approval of the Issuer and (ii) certification from the Borrowers and pro forma calculations demonstrating that the Coverage Test (as defined herein) will continue to be met after giving effect to the issuance of the Additional Bonds.

The Indenture also allows amendments, under the limited conditions described therein, to permit the issuance of refunding bonds to refund the Bonds. See "THE INDENTURE—Supplemental Indentures Without Owners' Consent" and "—Supplemental Indentures Requiring Owners' Consent" herein.

## ESTIMATED SOURCES AND USES OF FUNDS

The following is a description of the estimated sources and uses of proceeds of the Bonds and other amounts:

| Sources of Funds | |
|---|---|
| Principal Amount of the Bonds | $ 9,220,000 |
| Net Premium | 177,698 |
| Federal and State Low Income Housing Tax Credits | 8,278,521 |
| Managing Member Contribution | 100 |
| General Partner Loan | 247,128 |
| Seller Note | 610,000 |
| Deferred Developer Fee | 958,007 |
| Total Sources | $19,491,454 |

| Uses of Funds | |
|---|---|
| Redemption of July 1, 2022 Bond Maturity | $ 405,000 |
| Acquisition | 6,150,000 |
| Construction Costs | 9,308,804 |
| Professional Fees (Construction) | 411,371 |
| Construction – Interim Costs | 127,509 |
| Finance - Permanent | 312,300 |
| Underwriter's Fee | 115,250 |
| Soft Costs | 293,350 |
| Developer Fee | 1,660,000 |
| Legal | 115,000 |
| Operating Reserve | 328,967 |
| Debt Service Reserve Fund | 263,904 |
| Total Uses | $19,491,454 |

### The Seller Note

The Borrower will execute the note described below (the "Seller Note") in favor of CommonBond Communities, a Minnesota nonprofit corporation, as seller of the Project (the "Seller") related to the HOME Loan and the Seller Loan (each as defined below). Concurrently with the issuance of the Bonds, the Seller will make a loan (the "Seller Loan") in amount equal to $610,000 to the Borrower. The Seller Loan is secured by the Seller Note and a mortgage (the " Seller Loan Mortgage") on the Project, will bear interest at a rate of 7% per annum, can be prepaid by the Borrower at any time and will mature on June 30, 2055. The Seller Loan Mortgage will be repaid with cash flow in accordance with the terms of the Operating Agreement (as defined herein). The Seller Loan Mortgage is subordinate in all respects to the Mortgage.

**CommonBond Communities HOME Funds Loan**

The City of Milwaukee (the "City") is expected to make a forgivable loan (the "HOME Loan") in the amount of approximately $247,128.35 to the Seller evidenced by a HOME Program Note by the Seller to the City. The City will disburse 50% of the HOME Loan when 50% of the renovations to the Project are complete, an additional 25% at 75% completion and the remaining 25% at 100% completion. Following receipt of the HOME Loan, the Seller will make a loan (the "Seller HOME Funds Loan") in amount equal to $247,128.35 to the Borrower. The Seller HOME Funds Loan is secured by a mortgage note and a mortgage (the "Seller HOME Loan Mortgage") on the Project, will bear no interest, can be prepaid by the Borrower at any time and will mature on June 30, 2055. The Seller HOME Loan Mortgage is subordinate in all respects to the Mortgage.

## DEBT SERVICE SCHEDULE

The following table sets forth the Annual Debt Service requirements for the Bonds for each annual period ending July 1.

| Period Ending+ | Principal+ | Interest+ | Total |
|---|---|---|---|
| July 1, 2021 | - | $406,888 | $406,888 |
| July 1, 2022 | $520,000 | 421,169 | 941,169 |
| July 1, 2023 | 120,000 | 404,906 | 524,906 |
| July 1, 2024 | 120,000 | 400,706 | 520,706 |
| July 1, 2025 | 130,000 | 396,419 | 526,419 |
| July 1, 2026 | 130,000 | 391,706 | 521,706 |
| July 1, 2027 | 140,000 | 386,406 | 526,406 |
| July 1, 2028 | 140,000 | 380,806 | 520,806 |
| July 1, 2029 | 150,000 | 375,106 | 525,106 |
| July 1, 2030 | 155,000 | 369,106 | 524,106 |
| July 1, 2031 | 160,000 | 362,656 | 522,656 |
| July 1, 2032 | 170,000 | 355,547 | 525,547 |
| July 1, 2033 | 175,000 | 348,109 | 523,109 |
| July 1, 2034 | 180,000 | 340,344 | 520,344 |
| July 1, 2035 | 190,000 | 332,359 | 522,359 |
| July 1, 2036 | 200,000 | 323,938 | 523,938 |
| July 1, 2037 | 6,540,000 | 315,078 | 6,855,078 |
| **Total** | **$9,220,000** | **$6,311,250** | **$15,531,250** |

+ Bonds are structured with one year of interest followed by 34 years of amortization with a balloon maturity in year 17. Of the amount due July 1, 2022, $405,000 is expected to be redeemed on any date on or after July 1, 2021 from a portion of the fifth Installment.

## BONDHOLDERS' RISKS

*The Bonds are subject to certain risks. Prospective purchasers of the Bonds should make such investigations and obtain such additional information directly from the Borrower's Representative and others as they deem advisable in connection with their evaluation of the suitability of the Bonds for investment. Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider, among other things, the following risk factors, which are not meant to be an exhaustive listing of all risks associated with the purchase of the Bonds. Moreover, the order of presentation of the risk factors does not necessarily reflect the order of their importance. Purchase of the Bonds will constitute an investment subject to risks, including the risk of nonpayment of principal and interest.*

### General

The Bonds are payable solely from payments to be made by the Borrower pursuant to the Loan Agreement and the amounts held by the Trustee under the Indenture. Payments to be made by the Borrower pursuant to the Loan Agreement will be derived solely from revenues generated by the operation of the Project. Future revenues and expenses of the Borrower and the Project are subject to conditions that may change in the future to an extent that cannot be determined at this time.

No representations or assurances can be made that revenues from the Project will be realized by the Borrower in the amounts necessary to make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds, or that the Trustee, upon taking of remedial action under the Indenture, the Loan Agreement and the Mortgage, would be able to realize amounts sufficient for such purposes.

### Adequacy of the Borrower's Revenues

The payment of principal of, premium, if any, and interest on the Bonds is intended to be made from payments of the Borrower under the Loan Agreement. The Borrower has no significant assets other than the Project and the revenue derived therefrom. The ability of the Borrower to pay debt service on the Bonds is dependent upon the Borrower's ability to maintain occupancy in the Project and to charge and collect rates sufficient to pay operating expenses and debt service. Future revenues and expenses of the Project are subject to conditions which may change in the future to an extent that cannot be determined at this time. Such conditions may include the inability to maintain adequate occupancy levels due to inadequate demand for units, noncompetitive physical facilities, inferior management or maintenance, noncompetitive rates or services, disadvantageous general or local economic conditions, inability to control expenses, and other factors.

### Risks of Real Estate Investment Generally

The owners of the Bonds will be subject to the risks generally associated with an investment in real estate, including without limitation the uncertainty that the Project will produce sufficient revenues to enable the Borrower to make timely payments pursuant to the terms of the Loan Agreement; adverse changes in local market conditions, such as changes in the supply of or demand for competitive properties in an area; changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws) and fiscal policies; and natural disasters (including, without limitation, earthquakes and floods), which may result in uninsured losses.

The owners of the Bonds will be subject to the risk that the Project will be unable to attract and retain tenants as a result of adverse changes affecting the Project, the local real estate market or other factors, including the restrictions on the Project imposed under the Loan Agreement, the HAP Contract, the Land Use Restriction Agreement, and the Regulatory Agreement. Such inability to attract and retain tenants would result in a decline in rental income and may affect the ability of the Borrower to make timely payments due under the Loan Agreement. There can be no assurance that the Project will generate sufficient revenue to cover operating expenses and meet required payments under the Loan Agreement.

Residential rental real estate, including the Project, can be subject to adverse housing pattern changes and uses, vandalism (resulting in, among other things, extra security costs), vacancies, rent controls, rising operating costs, and adverse changes in local market conditions, such as a decrease in demand for residential housing due to a decline of the local economy and a decrease in employment. The success of the Project is, to a great extent, dependent upon the economy in its area. There can be no assurance as to the strength of the real estate markets or regional economies in the Project's location.

Rationing or other restrictions with respect to the availability or use of utilities could also significantly affect the profitability of operating the Project. Similarly, governmental or administrative entities may impose restrictions requiring structural alterations of or capital improvements to residential buildings, resulting in significant additional costs to the Borrower that the Borrower may be unable to afford, and which would significantly affect the cash flow of the Project. If the local regulatory bodies having jurisdiction over the Project restrict or limit rent increases imposed by the Borrower to offset increased costs, the cash flow of the Project may be reduced. Any future organization of the tenants of the Project could also result in resistance against rent increases, in the form of rent strikes, litigation or other action. If rental receipts after Operating Expenses are insufficient to service the debt secured by the Mortgage, foreclosure and sale of the Project may be sought by the Trustee in accordance with the Indenture and the Loan Agreement. Some of the risks mentioned herein are more particularly described in the following subsections.

The long-term occupancy levels of the Project are critical for its success. Future occupancy will be affected by numerous conditions, including overall demand, competition, the affordability or competitiveness of rates and charges and the desirability of the physical facilities and available services, in addition to general or local economic conditions. The continued viability of the Project will require sufficient revenues to meet both debt service requirements and the costs of operating and maintaining the Project, many of which costs may be beyond the control of the Borrower or may be as yet unknown or not precisely determinable.

**Construction Risks**

Construction of any facility is subject to the risks of cost overruns and delays due to a variety of factors including, among other things, site difficulties, labor strife, delays in and shortages of materials, weather conditions, fire and casualty. Any delay in completion of the renovations to the Project could materially adversely affect the timely receipt of revenues sufficient to make payments under the Loan Agreement. Noncompletion of the renovations to the Project would materially adversely affect the value of the security under the Mortgage. Completion of the renovations to the Project is subject to delays caused by the Borrower, the architect, the general contractor, change orders, labor disputes, fire, unusual delivery delays, unavoidable casualties or other causes beyond the general contractor's control. In certain cases of excused delay, the general contractor may be also entitled to additional compensation.

To reduce construction risks, the Borrower has entered into guaranteed maximum price construction contract relating to the construction of the Project, and will obtain payment and performance bonds from the general contractor. There can be no guarantee that these measures will completely protect the Borrower against construction risks. Neither payment and performance bonds nor retained amounts can protect against timing delays when projects run into difficulty. Therefore, there remains a risk that construction will not be completed on time or on budget.

**Investor Member Installments**

Under the Operating Agreement, the Investor Member's obligation to make contributions to the Borrower (the "Installments") are conditioned upon the satisfaction of certain conditions as specified in the Operating Agreement, including, among others, reaching certain completion benchmarks for the renovations to the Project. Under the Operating Agreement, payment of the Installments may be deferred in the case of requirements under the Operating Agreement for the relevant Installment not being satisfied. Further, the Investor Member is not obligated to pay any Installments at any time the Managing Member is in default beyond applicable cure periods under the Operating Agreement, any Project Document (as defined in the Operating Agreement), or any Loan Document (as defined in the Operating Agreement).

No assurance can be given that the conditions for any Installments will be met in a timely manner. In particular, a portion of the fifth Installment is expected to be used to redeem the Bonds maturing on July 1, 2022 on or after July 1, 2021.

**Financial Forecast**

The forecasted financial forecast prepared by the Borrower attached hereto as Appendix B, are based upon assumptions made by the Borrower, and such financial forecast has not been independently verified by any other party. There usually will be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. The Borrower does not intend to issue additional forecasts, and accordingly there are risks inherent in using the financial forecast in the future as it becomes outdated. The financial forecast is only for the years ending June 30, 2021 through June 30, 2025 and does not cover the entire period during which the Bonds may be outstanding.

*No guarantee can be made that the financial forecast will correspond with the results actually achieved in the future because there is no assurance that actual events will correspond with the assumptions made by the Borrower. For example, the financial forecast makes certain assumptions as to demand for units and anticipated rate, rent and expense increases during the forecast period. Inevitably, the Borrower's actual future operations and financial condition will differ from those projected, and actual future events and conditions will differ from those assumed by the Borrower. Such differences may be material and adverse. Actual operating results may be affected by many factors, including, but not limited to, increased costs, lower than anticipated revenues (as a result of insufficient occupancy, low rates and rents, rent concessions or otherwise), taxes, changes in demographic trends, changes in the assisted living and senior housing industries and local and general economic conditions. The financial forecast also assumes timely receipt by the Trustee of the Housing Assistance Payments. The financial forecast should be read in its entirety.*

**Sources of Financing for the Project**

For a description of the sources of financing the Borrower will use to acquire, construct, and equip the Project, see "ESTIMATED SOURCES AND USES OF FUNDS." See also Appendix A: "THE BORROWER AND THE PROJECT."

**Operation of the Project**

The primary source of payment under the Loan Agreement and the Bonds will be the revenues generated by the Project, after the payment of the certain expenses. Under the Indenture, "Project Revenues" means for any period, all cash operating and nonoperating revenues of the Project, including rental payments, HAP Payments and Unrestricted Contributions, less (a) any extraordinary and nonrecurring items (including any real property tax refunds), (b) income derived from the sale of assets not in the ordinary course of business which is permitted under the Bond Documents, (c) security, cleaning or similar deposits of tenants until applied or forfeited, (d) Net Proceeds of Insurance Proceeds or Condemnation Awards and (e) any amount disbursed to the Borrower from the Surplus Fund, but including as Project Revenues (i) any such Net Proceeds resulting from business interruption insurance or other insurance or condemnation proceeds retained by the Borrower and (ii) amounts received by the Borrower or the Trustee pursuant to any payment guaranty, operating guaranty or similar agreement with respect to the Project. Accordingly, the owners of the Bonds are exposed to the risk that, if the expected Project Revenues are not achieved, required payments by the Borrower under the Loan Agreement will not be made at all or will be made in amounts less than are due. In the event that interest and principal on the Bonds are not paid pursuant to the Loan Agreement or are only partially paid, the Trustee is to draw on the Debt Service Reserve Fund to the extent that the Debt Service Reserve Fund has not been depleted.

The availability of Project Revenues to make payments under the Loan Agreement and the availability of reserve amounts under the Indenture, could be adversely affected by a failure to (i) continue to rent the units in the Project at the rental rates expected by the Borrower or (ii) maintain the Operating Expenses and capital expenses at or below the level expected by the Borrower. No assurance can be given as to the adequacy of Project Revenues to pay the amounts due under the Loan Agreement in full (such payments being the primary security for the Bonds). See "—Lack of Financial Resources of the Borrower."

Income Risks. The availability of sufficient operating income to pay the obligations of the Borrower with respect to the Loan Agreement and the availability of reserves is subject to the ability of the Borrower to maintain and increase rental rates for, and the continuing ability to rent units in, the Project. Any constraint on rental increases due to regulatory (including, but not limited to, rent control or restrictions on affordability) or market demand factors that inhibit annual rent increases may adversely affect the Borrower's ability to cover expenses and financing costs.

The Project is subject to substantial operating restrictions described under the caption "THE REGULATORY AGREEMENT" and "SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM" herein. These restrictions include, but are not limited to, the requirements that all of the units in the Project be rented to persons whose income does not exceed eighty percent (80%) of the Milwaukee Area Median Income (AMI), and that all of the tenants in the Project during the term of the HAP Contract be Eligible Tenants as defined below.

The Project will also face competition from other rental housing properties, single family housing, residential hotels and mobile home facilities and will face additional competition in the future as a result of the construction of new, or the renovation of existing, facilities. No assurance can be given that occupancy of the Project will not be adversely affected by the availability of other housing facilities in the market area of the Project and elsewhere.

Risks Associated with Operating Expenses. An extended period of inflation may cause the rate of increases in Operating Expenses to rise more rapidly than the Borrower's ability to raise rents (or obtain an increase in Contract Rents under the HAP Contract). Conversely, an extended period of deflation may cause the Project's rents to decrease more rapidly than any decrease in the Project's Operating Expenses. In addition, any underestimation by the Borrower of the current operating expenses of the Project may materially adversely affect sufficiency of the operating income of the Project.

Project reserves are an important consideration for replacing such items as kitchen appliances, heating and air conditioning systems, roofs and other major capital items to maintain the quality of the

Project over time. The adequacy of the Project's reserve funds will depend in part on the quality of workmanship performed during construction or rehabilitation and the longevity of mechanical equipment that was installed in the units. The deterioration and replacement of capital items is not predictable with certainty, and real estate properties such as the Project may encounter a periodic need for capital for replacement or repair of capital items in excess of Project reserves on hand.

In the event that additional capital is needed for the replacement of capital items, since the Borrower has no other source of income other than the Project, it is likely that the Borrower will either have to seek additional debt financing from third-party lenders or pay for such capital replacement or improvement out of residual cash flow from the Project. The Issuer has no obligation with respect to any operating, reserve or capital expenses of the Project and no obligation to issue additional bonds with respect to the Project.

Risks Associated with Other Expenses. To the extent there are any expenditures required to maintain the Project that are not foreseen by the Borrower, any uninsured losses are experienced, or property taxes become due on the Project as a result of a change in the law, regulation or interpretation of a court of competent jurisdiction, the only source of money to pay such expenses would be additional resources, if any, available to the Borrower. The Borrower may be unable or unwilling to pay for such additional expenditures. See "Real Estate Tax Abatement" below.

Risks Associated with the Management of the Project. The Project will be managed and operated by an on-site manager described herein (the "Manager"). The Manager has represented to the Borrower that it has substantial experience managing apartment projects. A disruption in management continuity may have an adverse effect upon the operations of the Project. See "THE MANAGER" herein.

**Infectious Disease Outbreak**

Certain external events, such as pandemics, natural disasters, severe weather, technological emergencies, riots, acts of war or terrorism or other circumstances, could potentially disrupt the Borrower's ability to conduct its business, including the length of time necessary to complete the rehabilitation of the Project. A prolonged disruption in the Borrower's operations could have an adverse effect on the Borrower's financial condition and results of operations.

One such external event is the recent global outbreak of COVID-19 ("COVID-19"), a respiratory disease declared to be a pandemic (the "Pandemic") by the World Health Organization, which is affecting the national capital markets and which may negatively impact the State's housing market and its overall economy. The threat from the Pandemic is being addressed on a national, federal, state and local level in various forms, including executive orders and legislative actions.

On March 13, 2020, the President of the United States declared a national emergency with respect to the Pandemic. In addition, the United States Congress recently enacted several COVID-19-related bills, including the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), signed into law on March 27, 2020, which provides over $2 trillion of direct financial aid to American families, payroll and operating expense support for small businesses, and loan assistance for distressed industries, as well as providing funds to and directing the Federal Reserve System to support the capital markets.

The CARES Act also provides that borrowers of multifamily or affordable housing mortgage loans (other than temporary loans, i.e., constructions loans), which are (a) insured, guaranteed, supplemented or assisted in any way by the federal government (including any HUD program or related program) or administered by any federal agency or (b) purchased or securitized by Fannie Mae or Freddie Mac (collectively, "Federal Multifamily Loans") and which are current as of February 1, 2020 until the earlier of the termination of the Pandemic or December 31, 2020 may request a 30 day payment forbearance and up to two additional 30 day forbearances. During the period of any such forbearance, the borrower may not evict any tenant solely for nonpayment of rent. Such relief follows actions previously taken by the Federal Housing Finance Agency, which announced that Fannie Mae and Freddie Mac would offer mortgage loan forbearance to multifamily property owners on the condition that they suspend all evictions for renters who cannot pay their rent because of COVID 19.

The CARES Act also directs the Federal Reserve Bank to provide liquidity to the financial system through a new facility to purchase certain new issuances of securities by eligible issuers, including housing finance agencies and other state and local governments. Such injection of liquidity follows recent actions by the Federal Reserve Bank, including the purchase of U.S. Treasury securities and Ginnie Mae, Fannie Mae and Freddie Mac mortgage-backed securities, facilitating the flow of credit to municipalities by expanding its Money Market Mutual Fund Liquidity Facility to include a wider range of securities, including municipal variable rate demand notes (such as variable rate demand obligations of housing finance agencies).

On March 12, 2020, the Governor of Wisconsin declared a State emergency with respect to the Pandemic. By executive orders, the Governor also directed: residents of the State to stay at home and shelter in place until May 26, 2020; the closure of schools for remainder of the 2019-20 school year; the closure of restaurants, bars, other public accommodations and non-essential businesses until May 26, 2020, which has now expired pursuant to its own terms; and the prevention of mortgage foreclosures and evictions, and other actions; in each instance, subject to change and/or extension. By executive order, the State can fine and/or imprison residents or businesses who violate these orders. On April 21, 2020, Republican legislators in the State filed a lawsuit challenging the legality of Emergency Order #28 Safer At Home (the "Order"). On May 13, 2020, the Wisconsin Supreme Court ruled that the Order is unlawful, invalid and unenforceable because the emergency rulemaking procedures under Section 227.24 of the Wisconsin Statutes and procedures established by the Wisconsin Legislature for rulemaking if criminal penalties were to follow were not followed in connection with the order. The Supreme Court's decision may not invalidate any local health officials' orders or prevent further local health officials' orders related to the COVID-19 pandemic.

The Pandemic is an ongoing situation. At this time the Borrower cannot determine the overall impact that the Pandemic, including the federal and State responses thereto. However, the continuation of the Pandemic and the resulting containment and mitigation efforts could cause an increase in delinquencies and/or vacancies depressing rental revenue, and operating costs could increase, resulting in a default by the Borrower on its obligations with respect to the Bonds.

**Housing Assistance Payment Risks**

HAP Contract. All of the rental units in the Project are covered under the HAP Contract pursuant to which HUD makes rental subsidy payments on behalf of qualifying tenants equal to the difference between the contract rent for such unit and 30% of the tenant’s monthly adjusted income. The HAP Contract is subject to cancellation by HUD if the Borrower defaults in its obligations thereunder. Such obligations include maintaining the Project in a decent, safe and sanitary condition and in good repair, and observing federally imposed restrictions on leasing of units and affordability of rents.

The HAP Contract for the Project provides for adjustment of the rental subsidy payments by HUD annually using an operating cost adjustment factor ("OCAF"). Pursuant to the terms of the HAP Contract on the Project, the adjustments by use of the OCAF will not result in a negative adjustment (decrease) of the Contract Rents (as defined herein). The HAP Contract also provides for adjustment of the Contract Rents (up or down) to the comparable market rents on each 5-year anniversary of the HAP Contract.

The HAP Contract for the Project will expire on July 1, 2040. HUD permits renewal of the HAP Contract, subject to satisfaction of the applicable HUD requirements. The 20-year HAP Contract renewal can provide for annual rent adjustments by OCAF (with no negative adjustments); provided, however, that depending upon the renewal option selected by the Borrower, the contract rents may be subject to adjustment (up or down) to the comparable market rents on each 5-year anniversary of the HAP Contract.

The HAP Contract for the Project provides that HUD or the Administrator (as defined herein) may, but is not required to, allow budget-based rent increases if requested by the Borrower. The HAP Contract provides that there shall not be any rent adjustments other than those expressly provided in the HAP Contract. Unless approved by HUD (or its Administrator) as part of a budget-based rent increase, Contract Rents are not subject to increase to cover major repairs not covered by insurance or the Repair and Replacement Fund established under the Indenture.

In the event (i) the HAP Contract expires prior to its renewal (as defined below), (ii) HUD were to terminate Housing Assistance Payments under the HAP Contract, (iii) Housing Assistance Payments payable under the HAP Contract were to decrease, or do not increase at a rate commensurate with any increase in operating expenses, or (iv) Congress does not appropriate sufficient money to allow full funding of the HAP Contract in any year, the termination or reduction in HAP Contract subsidy payments would reduce funds available to the Borrower, which could result in a default on the Bonds.

Prospects for uninterrupted payment of principal, premium, if any, and interest on the Bonds in accordance with their terms are dependent upon the success of the Borrower in operating its Project in compliance with the HAP Contract to generate adequate cash flow to meet its obligations under the Loan Agreement. The possible inability of the Borrower to comply with its HAP Contract could, therefore, materially and adversely affect the Borrower's ability to pay amounts due under the Loan Agreement.

The obligation of HUD to make HAP Payments pursuant to the HAP Contract is conditioned upon the Borrower's performance of its obligations under the HAP Contract (including its obligations to maintain occupancy by tenants eligible for HAP Payments, and to comply with other federal requirements pertaining to nondiscrimination, equal employment opportunity, relocation, pollution control and labor standards) and upon other terms and provisions thereof. See "SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM—Default; Remedies Upon Default" herein.

If the Borrower fails for any continuous period of time (generally, at least six months) to have all of its HAP Contract units leased or available for leasing to eligible Section 8 tenants, HUD may, upon 30 days' notice, reduce the number of units under the HAP Contract to the number of units leased or available for leasing to eligible tenants ("Eligible Tenants") plus 10%. Any such reduced number of HAP Contract units may be later restored if the Borrower is in compliance with its obligations and additional Section 8 HAP Contract authority is available.

Completion of Improvements to Increase Contract Rents. The HAP Contract provides for initial contract rents based on the present status of units in the Project (see "APPENDIX A - THE BORROWER AND THE PROJECT - General Description of the Project"). Upon completion of the improvements to the Project, the Borrower will submit evidence of completion as provided in the HAP Contract to HUD, and, upon approval from HUD, the contract rents will increase as provided in "APPENDIX A - THE BORROWER AND THE PROJECT - General Description of the Project." HUD will have the right to reject the improvements or to require corrective actions in order to permit its acceptance of the improvements. There can be no assurance that the improvements will be accepted by HUD and the increased contract rents put into effect.

Scheduled Termination of HAP Payments. The current term of the HAP will expire on July 1, 2040. The Borrower has covenanted in the Loan Agreement that no contract or contracts will be entered into or any action taken by which the Project Revenues shall be reduced below the amount required under the Loan Agreement or by which the rights of the Issuer under the Loan Agreement or the rights of the owners under the Indenture or the Bonds might be impaired or diminished. There is no assurance that a HAP Contract will be renewed by HUD after its expiration. Current law requires HUD to renew existing HAP Contracts upon an owner's request, so long as sufficient funds have been appropriated by Congress and the owner satisfies the then applicable HUD requirements for renewal. The financial feasibility of the Project is and will likely remain dependent on the subsidy provided by the HAP Contract. It is not known what the rents would be for units in the Project if that subsidy were not available, nor is it known what such rents, or Project expenses, will be upon a termination of the HAP Contract. After expiration or termination of the HAP Contract, HUD may provide Section 8 tenant-based rental assistance to Eligible Tenants, enabling the Eligible Tenants to choose the units they wish to rent (including units at other properties). This may or may not include the Project.

Risk of Tenant Non-Payment of Rent. There can be no assurance that any tenant of the Project will pay rent when due. No governmental agency, including HUD, has guaranteed the rental payments due from tenants. Thus, there can be no assurance that the rental payments received from the tenants will be sufficient to enable the Borrower to make timely debt service payments under the Loan Agreement, or to enable the Issuer to make timely payments of principal, premium, if any, and interest on the Bonds. Subject to compliance with the applicable HUD requirements and state and local law, tenant leases can be terminated by the Borrower for nonpayment of rent by tenants.

Restrictions on Increases in Contract Rents. There is no assurance that Contract Rents will always be sufficient to cover actual expenses. Increases in Contract Rents relating to the Project pursuant to the HAP Contract may not be sufficient to cover actual increases in the Project's operating expenses.

Limitation on Vacancy Payments under HAP Contracts. In the event of vacancy, Housing Assistance Payments are required by the HAP Contract to continue with respect to the vacant unit for up to 60 days at 80% of the Contract Rent provided that the Borrower and vacant unit otherwise remain in compliance with HUD requirements. After the initial 60-day period, the Borrower may apply to receive (subject to HUD approval) additional vacancy payments in an amount equal to the principal and interest payments required to amortize that portion of the Project's debt service attributable to the vacant unit for up to 12 additional months. If the vacant unit has not been reoccupied by an Eligible Tenant within the aggregate fourteen month period, Housing Assistance Payments will cease altogether with respect to the vacant unit. The reduced Housing Assistance Payments in event of vacancy will only be paid if the Borrower did not cause the tenant to vacate the unit in violation of the tenant's lease or other applicable law, if the Borrower is taking all feasible actions to fill the vacancy, if the Borrower is maintaining the unit to provide decent, safe and sanitary housing, and in the case of payments after the initial sixty-day period, if the Project is not providing the Borrower with revenues at least equal to the Project's operating costs.

Termination Based on Physical Condition. If HUD (or its Administrator) notifies the Borrower that the Borrower has failed to maintain a dwelling unit in decent, safe and sanitary condition and the Borrower fails to take corrective action within the time prescribed in the notice, HUD may exercise any of its rights or remedies under the HAP Contract, including termination or abatement of Housing Assistance Payments. Failure to receive Housing Assistance Payments or abatement thereof from the levels sufficient to pay Contract Rents could materially affect the Borrower's ability to generate sufficient Project Revenues to make payments on the Note.

Extension of HAP Contracts. Currently, the primary source of revenues for the Project is the payments to be made to the Borrower pursuant to its HAP Contract. The HAP Contract is scheduled to terminate as described above and in "APPENDIX A—The Project." The Borrower has covenanted in the Loan Agreement that no contract or contracts will be entered into or any action taken by which the Project Revenues shall be reduced below the amount required under the Loan Agreement or by which the rights of the Issuer under the Loan Agreement or the rights of the owners under the Indenture or the Bonds might be impaired or diminished. If the Borrower is unable to extend its HAP Contract from HUD on terms similar to the current one, the ability of the Project to generate sufficient revenues to enable the Borrower to make the required payments on the Note will be subject to all of the risks normally associated with the ownership of an unsubsidized multifamily housing project, certain of which risks are described herein. No assurance can be given, however, that the Project will actually generate revenue levels sufficient to make the payments due on the Note.

Dependence on Annual Appropriations. The funds to make Housing Assistance Payments are subject to annual appropriations by Congress. If Congress failed to appropriate funds sufficient for HUD (or its Administrator) to meet its obligation under the HAP Contract for any period of time, any resulting decrease in the payment of Contract Rents would reduce the revenues of the Project and could affect the ability of the Borrower to make payments on the Loan. See "SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM—Possible Changes to Section 8 Program."

**Uninsured Losses**

The Loan Agreement requires that the Borrower obtain and keep in force certain types and amounts of insurance on the Project. However, there are certain types of losses (generally of a catastrophic nature) that are either uninsurable or not economically insurable. Such risks include, but may not be limited to, earthquakes, terrorism, war, and floods. Moreover, such insurance coverage is subject to certain upper limits, which may not be sufficient to pay the costs of remedying every event of casualty that may occur. In addition, the Borrower could allow the insurance on its Project to lapse. If an uninsured loss occurs, a default in payment of the Bonds could result.

**Certain Risks Associated with the Mortgage**

The Borrower will execute a Mortgage on the Project to secure the Borrower's obligations pursuant to the Loan Agreement. Because the Borrower has no financial assets other than its Project, if there is a default under the Loan Agreement, the primary remedy of the Trustee is to foreclose on the real and personal property security granted pursuant to the Mortgage. The Trustee has the right to foreclose on the Project under certain circumstances, such as an Event of Default under the Loan Agreement. All amounts collected upon foreclosure of the Project pursuant to the Mortgage are to be used to pay certain costs and expenses incurred by, or otherwise related to, the foreclosure, the performance of the Trustee under the Mortgage, and then to pay amounts owed under the Loan Agreement in accordance with the provisions of the Indenture and the Loan Agreement.

There is no assurance that the amount available upon foreclosure of the Project after the payment of foreclosure costs will be sufficient to pay the amounts owed by the Borrower under the Loan Agreement. A valuation of the Project may be based on future projections of income, expenses and capitalization rates. Additionally, the value of the Project will at all times be dependent upon many factors beyond the control of the Borrower, such as changes in general and local economic conditions, changes in the supply of or demand for competing properties in the same locality, and changes in real estate and zoning laws or other regulatory restrictions. A material change in any of these factors could materially change the value of the Project. Any weakened real estate market condition may also depress the value of the Project. Any reduction in the market value of the Project will adversely affect the security available to the owners of the Bonds.

There can be no assurance that the Project could be sold at its estimated fair market value in the event of foreclosure. Except as described below, the Trustee will have available, under certain circumstances described herein, the remedy of foreclosure of the Mortgage in the event of a default under the Loan Agreement (after giving effect to any applicable grace periods, and subject to any legal rights which may operate to delay or stay such foreclosure, such as may be applicable in the event of the Borrower's bankruptcy). However, there are substantial risks that the exercise of such a remedy will not result in recovery of sufficient funds to pay amounts due on the Bonds.

In the event that the Mortgage is actually foreclosed, then, in addition to the customary costs and expenses of operating and maintaining the Project, the party or parties succeeding to the interest of the Borrower in the Project (including the Trustee on behalf of Bondholders or the owners of any of the Bonds, if such party or parties were to acquire the interests of the Borrower in the Project) could be required to bear certain associated costs and expenses, which could include (but are not limited to): the cost of complying with federal, state or other laws, ordinances and regulations related to the removal or remediation of certain hazardous or toxic substances; the cost of complying with laws, ordinances and regulations related to health and safety, and the continued use and occupancy of the Project, such as the Americans with Disabilities Act; and costs associated with the potential reconstruction or repair of the Project in the event of any casualty or condemnation.

**Enforceability of Remedies**

The Bonds are secured by the Indenture and the Mortgage, which provide for the grant of a lien on and security interest in the Project, including a security interest in furniture, furnishings, decorations, chattels and other personal property in the Project, an assignment of rents and leases on the Project and a security interest in the revenues pledged to the payment of the Bonds. The practical realization of value from the Project subject to the lien of the Mortgage upon any default will depend upon the exercise of various remedies specified by the Indenture, the Loan Agreement and the Mortgage, as described herein. These and other remedies may, in many respects, require judicial actions that are often subject to discretion and delay. Under existing law, the remedies specified by the Indenture, the Loan Agreement and the Mortgage may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in those documents. The Borrower and the Issuer may not be prevented from instituting bankruptcy proceedings or seeking similar protection or relief, and any such proceedings or protections could have the effect of limiting, restricting, delaying, precluding or otherwise affecting the remedies that are specified in the Indenture, the Loan Agreement and the Mortgage. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings and decisions affecting remedies and by bankruptcy, reorganization or other laws affecting the enforcement of creditors' rights generally.

**Effect of Bankruptcy**

If proceedings were commenced by any person to reorganize or declare the Borrower bankrupt under the federal bankruptcy code, such proceedings would cause any proceeding to foreclose the lien of the Mortgage on the Project to be stayed pending further order of the bankruptcy court. Further, the commencement of proceedings to reorganize or declare the Issuer bankrupt under the federal bankruptcy code may affect the Trustee's ability to (i) receive direct payments pursuant to the Loan Agreement, and

(ii) apply such payment to the payments of the principal of, premium, if any, and interest on the Bonds. Payments on the Bonds derived from payments under the Loan Agreement will not be "preference proof," and such payments may be recoverable by a trustee in bankruptcy should the Borrower be subject to any such bankruptcy proceedings.

**Lack of Financial Resources of the Borrower**

The Borrower has no other significant assets other than the Project. Accordingly, in the event that unexpected obligations, unbudgeted or uninsured capital expenditures or shortfalls in anticipated revenues arise that are not covered by the revenues from the Project or reserves held by the Trustee under the Indenture, no money is expected to be available to pay such obligations or other expenditures. Any such unexpected obligations or expenditures may adversely affect the ability of the Borrower to make timely payments under the Loan Agreement. See "—Operation of the Project" herein. The Investor Member has no obligation to make financial contributions to the Borrower except for specific installments set forth in the Operating Agreement.

**Early Redemption and Loss of Premium**

Purchasers of Bonds, including those who purchase Bonds at a price in excess of their principal amount or who hold Bonds trading at a price in excess of their principal amount, should consider the fact that the Bonds are subject to redemption at a redemption price equal to their principal amount plus accrued interest, without premium, in the event such Bonds are redeemed prior to maturity under certain circumstances. This could occur, for example, if the Borrower's obligations under the Loan Agreement are prepaid as a result of a casualty or condemnation award payment affecting the Project, a Determination of Taxability or if there is a default under the Loan Agreement.

**Absence of Rating**

No rating as to the creditworthiness of the Bonds has been requested from any organization engaged in the business of publishing such ratings. Typically, unrated bonds lack liquidity in the secondary market in comparison with rated bonds. As a result of the foregoing, the Bonds are believed to bear interest at higher rates than would prevail for bonds with comparable maturities and redemption provisions that have investment grade credit ratings. **The Bonds should not be purchased by any investor who, because of financial condition, investment policies or otherwise, does not desire to assume, or have the ability to bear, the risks inherent in an investment in the Bonds**.

**Secondary Market**

The Underwriter expects to effect secondary market trading in the Bonds. However, the Underwriter is not obligated to repurchase any Bonds at the request of the holders thereof and cannot assure that there will be a continuing secondary market in the Bonds. In addition, adverse developments, including insufficient cash flow from the Project, may have an unfavorable effect upon the bid and asked prices for the Bonds in the secondary market.

**Failure to Provide Ongoing Disclosure**

The Borrower will enter into a Continuing Disclosure Undertaking pursuant to United States Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) (the "Rule") in connection with the issuance of the Bonds. Failure to comply with the Continuing Disclosure Agreement or prior undertakings may adversely affect the liquidity of the Bonds and their market price and marketability in the secondary market. See "CONTINUING DISCLOSURE" and "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT."

**Government Regulation of the Project**

The Loan Agreement sets forth certain requirements regarding tenant qualifications, including income restrictions applicable to the Project. There can be no assurance that the Borrower will be able to satisfy those requirements. Upon an acceleration of the obligations under the Loan Agreement and subsequent foreclosure on the Project, insufficient proceeds may be available to pay all principal of and interest due on the Bonds. Additionally, interest payable with respect to the Bonds could become includable in gross income for the purposes of federal income taxation relating back to the date of issuance of the Bonds.

There is no provision in the Indenture requiring the payment of additional interest upon a Determination of Taxability with respect to the Bonds. While the Bonds are subject to redemption following a Determination of Taxability, no assurance can be given that the Borrower will have sufficient resources (or the ability to refinance the Project) to cause such redemption to take place.

**Reliance Upon Managers and Conflicts of Interest**

The success of the Project will be largely determined by the efforts and abilities of the Borrower and the Manager.

The Manager may have conflicts of interest in allocating management time, services and functions between the Project and other properties in which the Manager has an interest. The failure of the Manager to adequately perform its obligations under its Management Agreement could have a material adverse effect upon the success of the Project. See "THE MANAGER" herein.

In the event the Manager ceases to serve the Project for any reason, there is no assurance that other parties can be found to perform the services of the Manager for comparable compensation.

**Appraisal**

The Manager engaged GTRE Commercial, Valuation and Advisory Services (the "Appraiser") to prepare an appraisal of the Project. In that connection, the Appraiser prepared a report dated February 25, 2020 (the "Appraisal Report") that provides an "as is-rent restricted value" of the Project as of January 20, 2020. The Appraisal Report does not take into account any planned renovations for the Project, and no appraisal has been prepared for an "as built" value of the Project. The Appraisal Report is available upon request. An appraisal typically contains the following elements: (i) certification of value; (ii) description of location of site; (iii) description of building; (iv) description of neighborhood; (v) description of zoning; (vi) local government assessment of value for *ad valorem* or real estate tax purposes; (vii) statement of highest and best use; (viii) determination of value by (a) income approach and (b) sales comparison approach; (ix) a market analysis comparing the Project with comparable projects (comparables include a discussion of facilities, configurations and amenities, as well as occupancy rates and rental concessions); (x) location map for the Project and for the comparables; (xi) photographs of the Project and the comparables; and (xii) qualifications of the appraiser. There can be no assurance that another party would not have arrived at different, and perhaps significantly different, results, especially if such party elected to employ a different approach. Prospective purchasers of the Bonds may obtain a copy of the appraisal upon request to the Underwriter during the initial offering period for the Bonds.

More generally, the value of the Project at any given time will be directly affected by market and financial conditions which are not in the control of the Borrower. At any time, there may be a difference between the actual market value of the Project and the outstanding principal amount of the Bonds, and that difference may be material and adverse to owners of the Bonds. In particular, it cannot be determined with certainty what the value of the property subject to the Mortgage would be in the event of foreclosure under the Mortgage. Real property values can fluctuate substantially depending on a variety of factors. There is nothing associated with the Project suggest that its value would remain stable or would increase if the general values of property in the community were to decline.

**Real Estate Assessment Center Report**

HUD performs physical inspections of all its housing properties pursuant to HUD regulations, located in part at 24 C.F.R. Parts 5 and 200. Such inspections are performed by the HUD Real Estate Assessment Center ("REAC"). REAC inspected the Project and issued a report in July 2019 (the "REAC Report"), indicating the Project received a score of 59c. The REAC Report noted exigent health and safety ("EHS") issues at the Project related to storm drainage, fencing, and grounds, which resulted in point deductions. Because the score of the REAC Report was below 60 points, the inspection was referred to the local HUD Multifamily Hub for further review, including a possible enforcement action, as described in the REAC Report. 24 C.F.R. Section 200.857(c)(2) also states that EHS issues, such as those described in the REAC Report, must be mitigated. If a property receives a score of 30 points or less on its physical condition inspection, the property's file will be referred to HUD's Departmental Enforcement Center for evaluation, per 24 C.F.R. Section 200.857(h), which prompts an evaluation period and may result in enforcement action, including a proposed action plan, through an administrative process to protect HUD's financial interests in the property and protect the residents.

In the months since the REAC Report, the Manager has been in contact with HUD representatives and provided documentation related to the plan to complete the deficiencies at the Project noted in the REAC Report as part of the improvements to the Project. Due to the COVID-19 pandemic, certain outstanding repairs and improvements requested in the REAC Report were delayed. However, HUD has agreed in writing that upon the completion of the HAP assignment and contract renewal, the rehabilitation plan for the Project will address the improvements listed in the REAC Report. HUD has also agreed to suspend any future REAC inspections until all renovations are complete as evidenced by a project capital needs assessment to be delivered to HUD by the owner. Failure to address the EHS issues as the Project as agreed upon with HUD may result in further enforcement actions by HUD.

**Environmental Risks**

There are numerous environmental risks that can arise in connection with real estate investments, including, without limitation: (1) areas of on-site and off-site environmental contamination; (2) past, present, or future violations of environmental laws; (3) adequacy of waste handling procedures; and (4) potential environmental restrictions on future uses of property.

The Project, like other types of commercial real estate, may be subject to such environmental risks which can result in substantial costs to the Borrower from any mandatory clean-up, damages, fines or penalties that might be ordered with respect thereto. Any environmental problems discovered with respect to the Project could have an adverse effect on the collateral value thereof.

There have been various environmental reports prepared in connection with the Project. Such reports have identified a number of environmental conditions, which the Borrower believes have been and will be adequately addressed. See Appendix A for a detailed discussion of environmental conditions and related activities for the Project. Copy of referenced environmental assessments may be obtained during the initial offering of the Bonds upon request to the Underwriter.

**Tax Exemption**

The tax-exempt status of the interest on the Bonds is conditioned upon the Borrower complying with the requirements of the Act, the Code and applicable Treasury Regulations, the Loan Agreement, the Indenture, the Regulatory Agreement, the Land Use Restriction Agreement, and the Tax Certificate as they relate to the Bonds. Certain requirements relating to renting units of the Project to persons of low and moderate income are included in the Regulatory Agreement. Failure of the Borrower to comply with the terms and conditions of the documents relating to the Bonds or the Loan Agreement, the Indenture, the Regulatory Agreement, the Land Use Restriction Agreement, and the Tax Certificate and other documents as described herein may result in the loss of the tax-exempt status of the interest on the Bonds retroactive to the date of issuance of the Bonds. See "TAX MATTERS" herein. If interest on the Bonds should become subject to federal income taxation, the market for and value of the Bonds will be materially adversely affected. See "TAX MATTERS" herein.

**Federal Income Tax Matters**

The failure of the Issuer, the Managing Member or the Borrower to comply continuously with certain covenants contained in the Indenture, the Loan Agreement, the Regulatory Agreement, the Land Use Restriction Agreement, and the Tax Certificate after delivery of the Bonds could result in the loss of the exclusion from gross income of interest on the Bonds by the owners thereof for federal income tax purposes.

**Internal Revenue Service Tax-Exempt Bond Program**

The Internal Revenue Service has established a Tax-Exempt and Government Entities Division (the "TE/GE Division"). The TE/GE Division has a subdivision that is specifically devoted to tax-exempt bond compliance. The Internal Revenue Service has an active program of conducting examinations of tax-exempt bonds, such as the Bonds. In recent years, the number of Internal Revenue Service tax-exempt bond examinations has increased, and public statements made by individual Internal Revenue Service officials indicate that the number of Internal Revenue Service examinations of tax-exempt bonds may increase in the future. No assurance can be given that the Internal Revenue Service will not examine the Bonds. Any IRS examination could have an adverse impact on the marketability and price of the Bonds.

**Other Factors**

An investment in the Bonds involves a substantial element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Limited Offering Memorandum in order to make a judgment as to whether Bonds are an appropriate investment. Purchasers of the Bonds, particularly purchasers of the Bonds that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions or certain recipients of Social Security benefits, are advised to consult their tax advisors as to the tax consequences of purchasing or holding the Bonds.

**Forward-Looking Statements**

Certain statements in this Limited Offering Memorandum that relate to the Project and the Borrower including, but not limited to, statements under the captions "THE BORROWER," "THE

PROJECT," "ESTIMATED SOURCES AND USES OF FUNDS," "APPENDIX A—The Project" and "APPENDIX B—FINANCIAL FORECAST" are forward-looking statements that are based on the beliefs of, and assumptions made by, the management of the Borrower. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results or performance of the Project and the Borrower to be materially different from any expected future results or performance. Such factors include, but are not limited to, items described in "BONDHOLDERS' RISKS."

**Summary**

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Limited Offering Memorandum and the appendices hereto.

## THE ISSUER

**Statutory Authority**

In 1972, the Wisconsin Legislature enacted legislation establishing the Issuer as a public body corporate and politic to provide an adequate supply of housing for persons and families of low and moderate income. Chapter 234 of the Wisconsin Statutes (the "Statute") authorizes the Issuer, among other things, to (i) purchase mortgages and securities the proceeds of which are utilized for the purpose of providing residential housing for occupancy by persons and families of low and moderate income, (ii) make or participate in the making of loans to eligible sponsors of housing developments for the construction or rehabilitation of housing, and (iii) make or participate in the making of long-term mortgage loans to eligible sponsors of housing developments and directly to persons and families of low and moderate income, in each case upon a determination by the Issuer that construction loans or long-term mortgage loans are not otherwise available from private lenders upon reasonably equivalent terms and conditions. The Supreme Court of the State of Wisconsin has held that the legislation which established the Issuer is a constitutional enactment evidencing both a public and statewide purpose. State ex rel. Warren v. Nusbaum, 59 Wis. 2d 391, 208 N.W.2d 780 (1973). The Statute was amended in 1976 to permit the Issuer to make or participate in making loans to banking institutions for the purpose of making long-term mortgage loans to, or to provide residential housing for, persons of low and moderate income. The Statute was amended in 1983 and in 1986 to permit the Issuer to issue its negotiable bonds and notes to finance (i) economic development projects, and (ii) group homes and other housing with services and facilities for the elderly and disabled. The Statute was further amended in 1985 and subsequent years to permit the Issuer to administer various State Guaranty Loan Programs. In 2018, the Statute was further amended to create an annual state-level housing tax credit program to be administered by the Issuer.

## Organization

The Issuer has a governing body of twelve Members, which consists of the Chief Executive Officer of the Wisconsin Economic Development Corporation or his designee, the Secretary of the Department of Administration or his designee, a representative of each party from the Wisconsin State Assembly and the State Senate who are appointed in the same manner as the members of standing committees in their respective houses, and six public Members appointed to four-year terms by the Governor of Wisconsin with the consent of the State Senate. The powers of the Issuer, as defined in the Statute, are vested in and exercised by a majority of its Members then in office. The Issuer may delegate any of its powers or duties to one or more of its Members or agents or, with the consent of its Executive Director, to its employees. The Governor of Wisconsin appoints the Chairperson for a one-year term from among the public Members. The Executive Director is appointed by the Governor of Wisconsin for a two-year term subject to State Senate confirmation. There are currently no vacancies on the Issuer's governing body. A public Member whose term has expired continues to serve until a successor has been appointed.

As of May 31, 2020, the Issuer had a staff of 156 persons. In addition to the executive office, there are ten divisions: Finance, Legal Services, Marketing and Communications, Administrative Services, Information Technology, Risk and Compliance, Single Family Housing, Commercial Services, Project Management Office, and Community and Economic Development. In addition to the executive office and the group directors, the Issuer also employs accounting, economic development, housing development, financial, administrative, legal, marketing and management personnel. The Issuer also contracts for the use of additional consultants and related personnel. The Issuer's principal office is located at 201 West Washington Avenue, Suite 700, Madison, Wisconsin 53703. Its mailing address is P.O. Box 1728, Madison, Wisconsin 53701-1728, and its telephone number is (608) 266-7884.

The Issuer adopted a resolution of April 17, 2006, as amended and restated on June 22, 2016, (the "General Resolution") that authorized a program for the administration of a mortgage loan program for multifamily housing projects (the "Program"). Under Supplemental Resolution Number 1, dated April 17, 2006, Supplemental Resolution 2, dated August 21, 2006, Supplemental Resolution 3, dated August 20, 2007, Supplemental Resolution 4, dated December 1, 2009, Supplemental Resolution 5, dated October 19, 2011, Supplemental Resolution 6, dated February 17, 2016, as amended and supplemented on June 22, 2016 Supplemental Resolution 7, dated February 21, 2018, and Supplemental Resolution 8, dated June 17, 2020 (collectively, the "Supplemental Resolutions"), the Issuer authorized the issuance of bonds, in one or more series, to fund the Program. The General Resolution and the Supplemental Resolutions provide that the Members Loan Committee (the "MLC," which was formerly known as the Directors Loan Committee) shall specify in a series resolution the terms for a particular series of bonds to be issued under the Program for such project.

Pursuant to the Act, the Issuer is a public body corporate and politic that is separate and distinct from, and independent of, the State of Wisconsin and its political subdivisions, duly existing and in good standing under the laws of the State.

## The Bonds are Limited Obligations of the Issuer

In accordance with the Act and the Series Resolution, the Bonds shall be limited obligations of the Issuer, payable solely from funds pledged for their payment and shall not constitute a general or moral obligation or a pledge of the full faith or credit of the Issuer or the State of Wisconsin (the "State"), or a pledge of any taxing power of the State. The State is not liable on the Bonds. The Issuer has no taxing power. The Bonds and the interest thereon are not a debt of the State or any political subdivision thereof. The Bonds shall not constitute or give rise to any personal liability of any member of the Issuer's governing body or any officers or employees of the Issuer on the Bonds or for any act or omission related to the authorization or issuance of the Bonds.

The Issuer has in the past issued and expects in the future to sell and deliver additional obligations other than the Bonds, which other obligations are and will be secured by instruments separate and apart from the Indenture and the Bonds. The holders of such obligations of the Issuer will have no claim on the security for the Bonds, and the owners of the Bonds will have no claim on the security for such other obligations issued by the Issuer.

**EXCEPT FOR THE INFORMATION CONCERNING THE ISSUER UNDER THE CAPTIONS "THE ISSUER" AND "ABSENCE OF LITIGATION — THE ISSUER" IN THIS LIMITED OFFERING MEMORANDUM, NONE OF THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM HAS BEEN SUPPLIED OR VERIFIED BY THE ISSUER AND THE ISSUER MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.**

## THE TRUSTEE

U.S. Bank National Association, a national banking association organized under the laws of the United States, will serve as Trustee, Bond Registrar, and Paying Agent (the "Trustee"). The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the nature, contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Series 2020 Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

The mailing address of the Trustee is U.S. Bank National Association, 60 Livingston Avenue, Saint Paul, Minnesota 55107, Attention: Corporate Trust Services. Additional information about the Trustee may be found at its website at http://www.usbank.com/corporatetrust. The U.S. Bank website is not incorporated into this Limited Offering Memorandum by such reference and is not a part hereof.

## THE BORROWER

### The Borrower

The Borrower is a limited liability company organized in Wisconsin. The managing member of the Borrower is CB Meadow Village MM, LLC (the "Managing Member"). The ownership of the Project constitutes the Borrower's sole activity.

### The Managing Member

The Managing Member is limited liability company organized in Wisconsin. The sole member and managing member of the Managing Member is CommonBond Communities, a Minnesota nonprofit corporation and an organization described under Section 501(c)(3) of the Code. The Managing Member is not obligated to make loan repayments under the Loan Agreement.

**The Investor Member**

The investor member (the "Investor Member") is NHT Equity LLC, an Ohio limited liability company and an entity affiliated with National Affordable Housing Trust. National Affordable Housing Trust is a nonprofit low income housing tax credit under Section 42 of the Code ("LIHTC") syndicator.

Pursuant to an Amended and Restated Operating Agreement dated as of July 1, 2020 (the "Operating Agreement") the Investor Member will be providing capital contributions of approximately $8,278,521 to fund the construction of renovations to the Project based upon the purchase of LIHTCs estimated to be received from the Project. The Investor Member's capital contributions will be adjusted up or down based on the actual amount of LIHTCs received by the Borrower pursuant to formulas provided for in the Operating Agreement. The Investor Member's capital contributions will be made in seven Installments based on the completion of certain requirements or reaching certain dates as provided for in the Operating Agreement.

The Investor Member is not obligated to make loan repayments under the Loan Agreement.

## THE MANAGER

The Manager of the Project is CommonBond Housing (the "Manager"). The Manager was formed in 1971, and has grown to become an effective housing provider in the Upper Midwest, including in Minnesota, Iowa, South Dakota and Wisconsin. The Manager manages over 7,000 rental apartments and townhomes across 60 cities.

## THE PROJECT

**General**

The Borrower is financing the acquisition and renovation of the Project with the proceeds of the Bonds. The Project is a 90-unit multifamily housing project located at 1400 North 17th Street in Milwaukee, Wisconsin. See Appendix A hereto for a detailed description of the Project.

**Financial Forecast**

The Borrower has prepared the financial forecast included as Appendix B hereto (the "Financial Forecast"). The Financial Forecast demonstrates that if the assumptions are correct, sufficient funds should be generated by the Borrower to meet the Borrower’s financial requirements, including debt service for the Bonds during the period of the Financial Forecast. The Financial Forecast represents only an estimate of future events, and no assurances can be given that the Project will, in fact, be occupied at the rates or rents, maintain occupancy levels and attain operating efficiencies as stated in the Financial Forecast. Accordingly, actual future revenues, expenses and the operation of the Project will vary from the Financial Forecast, and such variance may be significant and adverse. See "BONDHOLDERS’ RISKS – Financial Forecast."

The Underwriter and the Issuer have made no independent inquiry as to the assumptions on which the Financial Forecast is based and assume no responsibility therefor.

## SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM

*The following is a summary description of the effect on the Project of the Housing Assistance Payments Program ("HAP") provided by Section 8 of the U.S. Housing Act and regulations thereunder and is qualified in its entirety by reference thereto.*

The administrator for the HAP Contract (in such capacity, an "Administrator") makes monthly Housing Assistance Payments to the Borrower covering the difference between Contract Rents established by HUD for units occupied by Eligible Tenants (as defined below) in the Project (the "Contract Rents") and the Tenant Rents. The Housing Assistance Payments are made from money received from HUD pursuant to an Annual Contributions Contract (an "ACC"). The Contract Rents for the Project are approved by HUD (or its Administrator) and are subject to adjustment. See "—Adjustments in Contract Rents" below.

"Eligible Tenants" are defined generally as those households whose income does not exceed 80% (on a scale weighted to reflect family size) of the median income for an area as determined by HUD.

### The HAP Contract

HUD and the Administrator for the HAP Contract have entered into an ACC authorizing such Administrator, among other things, to enter into the initial HAP Contract with the owner of the Project. The initial HAP Contract was executed by HUD and the owner following a determination that the Project had been completed in accordance with the requirements of the agreement to enter into the HAP Contract. As part of the purchase of the Project, the Borrower will enter into a renewal of the HAP Contract. The HAP Contract will have a term expiring on July 1, 2040. The Borrower has covenanted in the Loan Agreement that no contract or contracts will be entered into or any action taken by which the Project Revenues shall be reduced below the amount required under the Loan Agreement or by which the rights of the Issuer under the Loan Agreement or the rights of the owners under the Indenture or the Bonds might be impaired or diminished. There is no assurance that the HAP Contract will be renewed by HUD after its expiration; however, current law requires HUD to renew existing HAP Contracts upon an owner's request, so long as the owner and the project are in compliance with applicable HUD requirements and sufficient funds have been appropriated by Congress for such purpose. After expiration of a HAP Contract, HUD may provide Section 8 tenant-based rental assistance to all Eligible Tenants in the Project, enabling them to choose the unit they wish to rent (including a unit at another property). This may or may not include the Project. Alternatively, low-income tenants then in the Project will have to qualify separately for other governmental programs, if any, then in effect, or the Borrower will have to find tenants able to pay market rents if the Project is to remain viable. The Borrower must comply with certain notice provisions prior to initiating an eviction or increasing the Tenant Rents. The notice period for an eviction or Tenant Rent increase incident to the expiration of the HAP Contract is one year.

### Eligible Tenants

Under the HAP Contract, the Administrator is to make monthly Housing Assistance Payments with respect to each Section 8 Unit in the Project occupied by an Eligible Tenant depending on the income of the tenant as computed under HUD regulations. Under certain circumstances, otherwise Eligible Tenants may be excluded from participation or evicted from the Project.

### Adjustments in Contract Rents

The HAP Contract provides for certain adjustments in Contract Rents. The Administrator, in accordance with the requirements set forth by HUD, adjusts the Contract Rents yearly on the annual anniversary date of the HAP Contract. In some cases, the yearly adjustment may result in an increase in Contract Rents. In addition, at the expiration of each 5-year period of the HAP Contract term, the Administrator will compare existing contract rents with comparable market rents and make adjustments in accordance with HUD requirements necessary to set the contract rents for all unit sizes at comparable market rents. No assurance can be given, however, that any such increases in Contract Rents for the Project will be sufficient to compensate for increased operating expenses of the Project. See "BONDHOLDERS' RISKS—Housing Assistance Payment Risks" herein.

In addition to the procedures described in the above paragraph, the HAP Contract contemplates increased contract rents following HUD's acceptance of construction of the improvements. Under the HUD Contract, the date for completion of the improvements is not more than 365 days from the date of commencement of the construction of the improvements, which shall not be more than 30 calendar days from the date of the HAP Contract. The Borrower will notify HUD of the completion of the improvements by submitting a certificate of occupancy and any other local approvals necessary for occupancy and a certification by the Borrower or the Borrower's architect that there are no defects or deficiencies in the improvements except for ordinary punch list items and/or items of delayed completion that are minor in nature or that are incomplete because of weather conditions and that do not preclude or materially affect occupancy. HUD will have the right to accept the improvements, reject the improvements, or to determine corrective actions to be taken if it determines defects or deficiencies exist.

**Abatement of Housing Assistance Payments**

The Borrower and Eligible Tenant must inspect the dwelling in the Project and determine it to be decent, safe and sanitary under the criteria established by HUD. The Administrator must inspect the Project at least annually. If the Administrator notifies the Borrower that it has failed to maintain a dwelling unit in decent, safe and sanitary condition and the Borrower fails to take corrective action within the time prescribed in the notice, the Administrator may exercise any of its rights or remedies under the HAP Contract, including the termination or abatement of the HAP Contract. Under certain circumstances the Administrator may use the abated Housing Assistance Payments to re-house an Eligible Tenant residing in the abated unit.

**Default; Remedies upon Default**

In addition to maintaining the Project so as to provide decent, safe and sanitary housing, the HAP Contract imposes additional requirements including, but not limited to, those relating to nondiscrimination in housing, provision of opportunities for training and employment of lower income residents of the Project and awarding of contracts for Project work to businesses located in, or owned in substantial part by residents of, the Project area, equal opportunity compliance and clean air and water pollution regulations.

If the Administrator determines that the Borrower violates or fails to comply with any provision of or obligation under its HAP Contract or any lease to tenants or asserts or demonstrates an intention not to perform some or all of its obligations under the HAP Contract or any lease to tenants, the Administrator is to notify the Borrower and HUD of (1) the nature of the default, (2) the actions to be taken and the remedies to be applied on account of the default (including abatement or termination of the HAP Contract), and (3) the time within which the Borrower must respond with a showing that all such actions have been taken. If the Borrower fails to respond or to take satisfactory action, the Administrator may terminate the HAP Contract or take other corrective action to achieve compliance in its discretion or as directed by HUD.

Except as otherwise approved by HUD, in the event of a foreclosure, or an assignment or sale of the Project in lieu of foreclosure, or in the event of assignment or sale of the Project agreed to by the Administrator and approved by HUD, Housing Assistance Payments are to continue in accordance with the terms of the HAP Contract.

**Possible Changes to Section 8 Program**

From time to time there are proposals, both by HUD and in Congress, to restructure HUD and to modify the Section 8 program. No assurance can be given as to the effect of any future legislative or administrative changes upon HUD or the Section 8 program. Any decrease in the Contract Rents payable under the HAP Contract would reduce the revenues of the Project and could affect the ability of the Borrower to make required payments on the Note. Because Section 8 program funding and Housing Assistance Payments are contingent upon Congressional appropriations, Congressional action, including without limitation changes in or rescission of prior appropriations and the passage of future appropriations, could affect the Housing Assistance Payments and the ability of the Borrower to make required payments on the Note. The Budget Control Act of 2011 (the "BCA") set caps on discretionary spending from Fiscal Year 2012 through Fiscal Year 2021 for a large number of federal government programs including HUD programs. The Bipartisan Budget Act of 2015 modified BCA spending limits through Fiscal Year 2017. No assurance can be given as to whether the BCA will be amended further or repealed or how it would affect the availability of appropriated funds to HUD to make rental assistance payments under the HAP Contract.

## THE INDENTURE

*The following is a brief summary of certain provisions of the Indenture. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Indenture, copies of which are on file with the Issuer and the Trustee.*

**Establishment of Funds and Accounts**

The following funds and accounts are established and maintained by the Trustee under the Indenture:

(i) Project Fund (with a Costs of Issuance Account therein);
(ii) Bond Fund (with an Interest Account, a Principal Account and a Special Redemption Account therein);
(iii) Debt Service Reserve Fund;
(iv) Revenue Fund;
(v) Operating Fund;
(vi) Repair and Replacement Fund;
(vii) Rebate Fund;
(viii) Insurance and Tax Escrow Fund;
(ix) Administration Fund; and
(x) Surplus Fund.

**Disbursements from the Project Fund**

The Trustee is to disburse money in the Costs of Issuance Account of the Project Fund to pay the Costs of Issuance upon receipt of a written direction of the Borrower's Representative or, with the Borrower's consent, the written direction of the Issuer. On the date six months after the Closing Date, the Trustee is to transfer any remaining balance in the Costs of Issuance Account to the Project Fund upon obtaining confirmation from the Borrower that no additional requests for payment from such Account will be made by the Borrower.

Amounts on deposit in the Project Fund are to be applied to payment of the costs of renovating the Project by disbursement thereof in accordance with one or more requisitions of the Borrower to the Trustee within five days of receipt of such requisition.

On July 1, 2022, or on such earlier date specified in direction by the Issuer to the Trustee, if there are any funds remaining in the Project Fund, then that portion of any remaining balance in the Project Fund constituting the largest multiple of $25,000 available therein is to be transferred to the Special Redemption Account for the mandatory redemption of Bonds, and any remainder is to be transferred to the Bond Fund. To the extent the remaining balance in the Project Fund is less than $25,000, such balance shall be transferred to the Bond Fund.

**Revenue Fund**

The Trustee is to deposit in the Revenue Fund (i) all Loan Payments and any other amounts paid to the Trustee under the Loan Agreement (other than prepayments required to redeem Bonds pursuant to the Indenture, which are to be deposited in the Special Redemption Account of the Bond Fund), (ii) all other amounts required to be so deposited pursuant to the terms of the Indenture or of the Tax Certificate, including investment earnings, except for investment earnings on amounts in the Project Fund and the Rebate Fund, (iii) any amounts derived from the Loan Agreement or the Mortgage to be applied to payments of amounts intended to be paid from the Revenue Fund, and (iv) such other money as is delivered to the Trustee by or on behalf of the Issuer or the Borrower with directions for deposit of such money in the Revenue Fund. Upon an Event of Default by the Borrower, all Project Revenues shall be delivered by the Borrower to the Trustee and deposited in the Revenue Fund.

Money on deposit in the Revenue Fund is to be disbursed on the last Business Day of each month, commencing in July 2020, in the following order of priority:

(a) to the Interest Account of the Bond Fund, the Interest Requirement for the Bonds for such month, together with an amount equal to any unfunded Interest Requirement for any prior month;

(b) to the Principal Account of the Bond Fund, an amount equal to the Principal Requirement for the Bonds for such month, together with an amount equal to any unfunded Principal Requirement from any prior month;

(c) to the Debt Service Reserve Fund, the amount, if any, required to be paid into the Debt Service Reserve Fund pursuant to the Loan Agreement to restore the amounts on deposit therein to the Debt Service Reserve Requirement;

(d) upon an Event of Default by the Borrower and during the continuing obligation of the Borrower to make Loan Payments pursuant to the Loan Agreement, subject to the provisions of the Indenture, to the Insurance and Tax Escrow Fund, an amount equal to 1/12th of the amount budgeted by the Borrowers for the current year for annual premiums for insurance required to be maintained pursuant to the Loan Agreement and for annual real estate taxes (if any), or other charges for governmental services for the current year, as provided in the Budget, provided that distribution by the Trustee to the Insurance and Tax Escrow Fund in respect of the first date or dates on which premiums for insurance or other payments described above are payable will be made in amounts equal to the quotient obtained by dividing the sum of (A) the amount of such premiums, (B) the amount of such taxes or other charges, by the respective number of months, including the month of computation, to and including the month prior to the month in which such premiums or taxes are payable;

(e) upon an Event of Default by the Borrower and during the continuing obligation of the Borrower to make Loan Payments pursuant to the Loan Agreement, to the Operating Fund an amount equal to one-twelfth of the annual Operating Expenses of all of the Project (other than the Operating Expenses to be paid from the Insurance and Tax Escrow Fund) determined according to the Budget;

(f) subject to the provisions of the Indenture, for transfer to the Repair and Replacement Fund, an amount equal to 1/12th of the Replacement Reserve Requirement;

(g) subject to the provisions of the Indenture, for transfer to the Administration Fund, an amount equal to 1/12th of the annual Administration Expenses;

(h) to the Rebate Fund, to the extent of any deposit required to be made thereto pursuant to the Tax Certificate;

(i) to the Trustee, any Extraordinary Trustee's Fees and Expenses;

(j) to pay certain Additional Loan Payments required to be paid under the Loan Agreement and not otherwise provided for above; and

(k) to the Surplus Fund, all remaining amounts.

**Bond Fund**

The Trustee is to deposit in the Bond Fund when and as received:

(a) all amounts transferred from the Revenue Fund, the Surplus Fund or the Repair and Replacement Fund, as described in the Indenture;

(b) all amounts transferred from the Debt Service Reserve Fund pursuant to the Indenture;

(c) any additional security to be deposited in the Bond Fund or any other amounts received by the Trustee that are subject to the lien and pledge of the Indenture; and

(d) insurance proceeds from damage to or destruction of the Project and condemnation awards that are applied to the redemption of all or part of the Bonds subject to the priority set forth in the Indenture.

All amounts deposited in the Bond Fund for the redemption of Bonds are to be applied accordingly; the other amounts on deposit therein are to be used by the Trustee on each Interest Payment Date for the payment of the principal of (including any mandatory sinking fund payment) and interest on the Bonds then due.

If on the last Business Day of any month preceding an Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to make the payments or deposits described above, the Trustee is to make up any such shortfall by transferring amounts from the following funds in the following order:

(1) the Surplus Fund;

(2) the Debt Service Reserve Fund;

(3) the Repair and Replacement Fund; and

(4) the Operating Fund.

Any balance in the Bond Fund on each Interest Payment Date after making the transfers required above is to be transferred to the Revenue Fund.

**Debt Service Reserve Fund**

On the Closing Date, there is to be deposited in the Debt Service Reserve Fund the amount of $263,904, which is the initial Debt Service Reserve Requirement. There is to be deposited in the Debt Service Reserve Fund (i) money transferred from the Revenue Fund pursuant to the Indenture, and (ii) any other money received by the Trustee with directions in writing from the Borrower's Representative to deposit the same in the Debt Service Reserve Fund.

Under the Indenture, the Debt Service Reserve Requirement means the amount of $263,904, which is equal to six months of debt service on the Bonds, subject to pro rata reduction to the extent of any reduction in the aggregate principal amount of the Bonds Outstanding other than pursuant to mandatory sinking fund redemption.

The Trustee is to use amounts in the Debt Service Reserve Fund solely to pay the principal of (including mandatory sinking fund redemption) and interest on the Bonds on any Interest Payment Date to the extent the amount on deposit in the Bond Fund is not sufficient to pay such amounts due on such Interest Payment Date.

In connection with any proposed redemption of Bonds (other than pursuant to mandatory sinking fund redemption), the Trustee is to compute the reduction in the Debt Service Reserve Requirement that will result from such redemption and transfer any amount on deposit in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement following such redemption to the Bond Fund to be used in connection with such redemption.

Once the amount on deposit in the Debt Service Reserve Fund, together with the amount on deposit in the Bond Fund, is sufficient to redeem all Bonds then outstanding or to pay all Bonds at their maturity or earlier optional redemption date plus all interest accruing on the Bonds prior to payment, the Trustee is to transfer all amounts in the Debt Service Reserve Fund to the Bond Fund to be held solely for such redemption or payment.

**Repair and Replacement Fund**

The Trustee on a monthly basis is to transfer the amounts described above from the Revenue Fund to the Repair and Replacement Fund. The Trustee is to apply money on deposit in the Repair and Replacement Fund, no more frequently than once per month, to pay to or to reimburse the Borrower or the Manager for paying the cost of replacements or items of extraordinary maintenance or repair that may be required to keep the Project in sound condition, including but not limited to, replacement of appliances, major floor covering replacement, replacement or repair of any roof or other structural component of the Project, maintenance (including painting) to exterior surfaces and major repairs to or replacements of heating, air conditioning, plumbing and electrical systems, landscaping, storm water drainage, repairs to common area amenities and any other extraordinary costs required for the repair or replacement of the Project not properly payable from the Revenue Fund but in any case only if there are no funds available in the Project Fund for such purpose.

On the fifth anniversary date of the date on the Bonds, and each five years thereafter, the Borrower's Representative is to provide an engineer's report to the Trustee identifying the major maintenance requirements (including the replacement of machinery and appliances), for the remainder of the term of the Bonds and the estimated costs thereof. Based on this report, the amount transferred monthly from the Revenue Fund to the Repair and Replacement Fund may be increased or decreased to fully fund the estimated costs, as directed by the Borrower's Representative, provided that any decrease in the contribution to the Repair and Replacement Fund will not decrease the amount of the contribution to less than the initial amount, per unit per year set forth in the definition of Replacement Reserve Requirement.

**Deposit of Extraordinary Revenues**

Any money representing Net Proceeds of insurance proceeds or condemnation awards upon damage to, destruction of or governmental taking of the Project and deposited with the Trustee pursuant to the Loan Agreement, is to be deposited by the Trustee in the Project Fund.

At the written direction of the Borrower's Representative, upon notice to the Issuer, the Trustee is to disburse such money in the Project Fund as provided in the Loan Agreement to enable the Borrower to undertake a restoration of the Project if such restoration is permitted by law; provided that, if the Borrower exercises or is deemed to exercise its option to apply such money to the payment of the Note or the applicable conditions of the Loan Agreement are not satisfied, or an excess of such money exists after restoration of the Project, or restoration of the Project is not permitted by applicable law, such money is to be transferred by the Trustee to the Special Redemption Account of the Bond Fund and applied to redeem or prepay the Bonds pursuant to the Indenture, in a principal amount equal to the amount so transferred or the next lowest Authorized Denomination of the applicable Bonds.

Title insurance proceeds are to be used to remedy any title defect resulting in the payment thereof or deposited in the Bond Fund for use in redeeming Bonds pursuant to the Indenture.

The proceeds of any rental loss, use and occupancy or business interruption insurance are to be deposited in the Revenue Fund.

**Operating Fund**

Except when an Event of Default in the payment of principal of and interest on the Bonds under the Indenture has occurred and is continuing or a Default under the Loan Agreement has occurred and is continuing, the Borrower (or upon the Borrower's written direction, the Manager) is to have the right to draw checks against or otherwise request withdrawals from funds on deposit in the Operating Fund, in accordance with the Loan Agreement. If such an Event of Default under the Indenture has occurred and is continuing or a Default under the Loan Agreement has occurred and is continuing, the Borrower will not be entitled to draw checks against, or otherwise request withdrawals from, funds on deposit in the Operating Fund, and the Trustee may, but will not be obligated to, determine to pay Operating Expenses of the Project directly, without receipt of direction from the Borrower's Representative, and in such event may rely on the annual Budget prepared by the Borrower in connection with the Project or act at the direction of the Controlling Owners. Subject to the terms of the Indenture, on each Interest Payment Date, all excess amounts, if any, on deposit in the Operating Fund are to be transferred by the Trustee to the Revenue Fund, if necessary, to pay the principal of and interest on the Bonds plus Administration Expenses then due.

As described under "Revenue Fund" above, money on deposit in the Revenue Fund is to be disbursed to the Operating Fund on the last Business Day of each month, commencing in July 2020, only upon an Event of Default by the Borrower and during the continuing obligation of the Borrower to make Loan Payments pursuant to the Loan Agreement.

**Surplus Fund**

Amounts in the Surplus Fund are to be applied for the following purposes and in the following manner:

(i) as described above, transferred to the Interest Account to pay interest on the Bonds to the extent amounts on deposit in the Interest Account are insufficient therefor;

(ii) as described above, transferred to the Principal Account to pay principal on the Bonds to the extent amounts on deposit in the Principal Account are insufficient therefor;

(iii) transferred to the Revenue Fund to the extent of any deficiency in the amounts needed to fully make all transfers from the Revenue Fund as described above (other than to the Surplus Fund);

(iv) transferred to or upon the written direction of the Borrower for the payment of Operating Expenses for the payment of which there is not sufficient money in the Operating Fund and for the cost of structural engineering reports required pursuant to the Loan Agreement; and

(v) paid to the Trustee or Paying Agent an amount equal to any unpaid Extraordinary Trustee's Fees and Expenses then due.

On the second Business Day of each July, commencing in July 2021, after receipt of the Audited Financial Statements for the most recent Fiscal Year, following the payment of any amounts due prior to such date with respect to principal of or interest on the Bonds, and provided (1) for Fiscal Years ending December 31, 2022, and thereafter, the Borrower satisfied the Coverage Test for the most recent Fiscal Year, (2) the Debt Service Reserve Requirement and the required Repair and Replacement Fund deposits have been fully funded, and (3) no Event of Default, or event which with the passage of time or the giving of notice or both would constitute an Event of Default has occurred and is continuing, the Trustee shall transfer 100% of the Surplus Cash in excess of $10,000 (which amount up to and including $10,000 shall remain in the Surplus Fund) to the Borrower's Representative in writing and notify the Issuer of such transfer. The Trustee shall also notify the Issuer of any failure of the Borrower to meet the requirements of this paragraph.

**Rebate Fund**

There are to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Indenture. Money deposited in the Rebate Fund is to be held by the Trustee in trust for payment to the United States of America, and neither the Issuer nor the holder of any Bonds has any rights in or claim to such money.

**Insurance and Tax Escrow Fund**

The Trustee is to deposit in the Insurance and Tax Escrow Fund (i) money transferred from the Revenue Fund in the amounts and on the dates described above and (ii) any other amounts required to be deposited into the Insurance and Tax Escrow Fund under the Indenture or under the Loan Agreement or the Mortgage or delivered to the Trustee with instructions to deposit the same therein. Money on deposit in the Insurance and Tax Escrow Fund and the applicable accounts thereto are to be disbursed by the Trustee to the Borrower, the Manager or to the governmental entity or entities directed by the Borrower's

Representative to pay, or as reimbursement for the payment of insurance premiums and any taxes or assessments (if any) with respect to the Project, as provided in the Indenture.

Upon presentation to the Trustee by the Borrower's Representative or the Manager of a requisition accompanied by copies of proper bills or statements for the payment of such taxes, assessments and premiums, when due, the Trustee will, not more frequently than once a month, pay to the Borrower or the Manager to provide for the payment of, or as reimbursement for the payment of, such taxes, assessments and premiums, from money then on deposit in the Insurance and Tax Escrow Fund. If the total amount on deposit in the Insurance and Tax Escrow Fund is not sufficient to pay to or to reimburse the Borrower or the Manager in full for the payment of such taxes, assessments and premiums, then the Borrower is to pay the excess amount of such taxes, assessments and premiums directly.

As described under "Revenue Fund" above, money on deposit in the Revenue Fund is to be disbursed to the Insurance and Tax Escrow Fund on the last Business Day of each month, commencing in July 2020, only upon an Event of Default by the Borrower and during the continuing obligation of the Borrower to make Loan Payments pursuant to the Loan Agreement.

**Administration Fund**

The Trustee is to disburse amounts in the Administration Fund necessary for payment of Administration Expenses when due.

"Administration Expenses" means (i) the Ordinary Trustee's Fees and Expenses, (ii) the Dissemination Agent's Fee, (iii) the Rebate Analyst Fee, and (iv) the Administration Fee.

**Investment of Funds**

All amounts held in the funds established under the Indenture are to be invested by the Trustee in Investment Securities (as defined below) at the written direction of the Borrower provided at least two Business Days before the making of such investment.

"Investment Securities" means any of the following obligations or securities, to the extent permitted by the Account and applicable law:

(i) Government Obligations (as defined below);

(ii) Bank demand deposits (whether or not interest bearing) and interest bearing bank time deposits evidenced by certificates of deposit (1) issued by any bank (which may include the Trustee and its affiliates), trust company, or savings and loan association whose long-term debt obligations, at the time of investment, are rated not less than "AA" or its equivalent by a nationally recognized rating agency (a "Rating Agency") or (2) which are fully insured by the Federal Deposit Insurance Corporation;

(iii) Obligations of, or participation certificates guaranteed by Federal Intermediate Credit Banks, Federal Home Loan Banks, Fannie Mae (excluding stripped securities), the Export-Import Bank of the United States, the Federal Land Bank, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association and the Federal Financing Bank, or any other instrumentality of the United States of America backed by the full faith and credit of the United States and approved in writing by the Borrower;

(iv) Obligations rated, at the time of investment, not less than "AA" or its equivalent by a Rating Agency, issued by any state of the United States of America or the District of Columbia, or any political subdivision, agency or instrumentality of one of such states;

(v) Any repurchase agreement or reverse repurchase agreement relating to Investment Securities described in (i) or (iii) above with any bank having general unsecured debt which at the time of investment is rated "A-1+," or its equivalent by a Rating Agency and which is a member of the Federal Deposit Insurance Corporation;

(vi) Any obligation or debt security of any corporation, whether organized under the laws of the United States of America or of any state thereof or the laws of any foreign country, which, at the time of investment therein, shall be rated not less favorably than "AA" or its equivalent by a Rating Agency;

(vii) Money market mutual funds (including those of an affiliate of the Trustee) rated "AAAm" or its equivalent by a Rating Agency;

(viii) Obligations which in the opinion of Bond Counsel are tax-exempt obligations (as defined in Section 150(a)(6) of the Code and are not "investment property" as defined in Section 148(b)(2) of the Code), and which, at the time of investment, are rated "A-1+," "SP-1+," or "AAA" or its equivalent by a Rating Agency; and

(ix) one or more investment agreements provided or guaranteed by a financial institution whose long-term unsecured debt is rated not less than "AA" or its equivalent by a Rating Agency, but only following confirmation by a Rating Agency that entry into such investment agreement will not result in the withdrawal, suspension or lowering of the rating on the Bonds, if the Bonds are then rated by a Rating Agency.

In addition to the foregoing, each Investment Security must be an instrument bearing a predetermined fixed dollar amount of principal due at maturity that cannot change or vary and, if the obligation is rated, must not have an "r" highlighter affixed to its rating by a Rating Agency. Interest on each Investment Security must be payable at a fixed rate equal to or greater than zero or, if payable at a variable rate, the rate must be tied to a single interest rate plus a single fixed spread, if any, and move proportionately with that index.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

**Events of Default**

Each of the following is an "Event of Default" under the Indenture:

(a) a failure to pay the principal of or premium, if any, on any of the Bonds when the same becomes due and payable at maturity by acceleration or otherwise or upon redemption;

(b) a failure to pay an installment of interest on any of the Bonds when the same becomes due and payable;

(c) a failure by the Issuer to observe and perform any other covenant, condition, agreement or provision (other than as specified in subparagraphs (a) and (b) above) contained in the Bonds or in the Indenture on the part of the Issuer to be observed or performed, which failure continues for a period of 30 days after written notice thereof to the Issuer by the Trustee, which may give such notice in its discretion and must give such notice at the written request of owners of not less than 25% in principal amount of Bonds outstanding; or

(d) the occurrence of a Default under the Loan Agreement or an Event of Default under any Mortgage, subject to the expiration of any applicable notice and/or cure period.

**Acceleration; Other Remedies**

Upon the occurrence and continuance of an Event of Default, the Trustee, subject to the provisions of the Indenture, may, and upon the written request of the Owners of not less than 25% of the aggregate principal amount of the Bonds then outstanding, by written notice to the Issuer and the Borrower's Representative, declare the Bonds to be immediately due and payable, whereupon such Bonds, without further action, will become immediately due and payable, anything in the Indenture or in the Bonds to the contrary notwithstanding, and the Trustee is to give notice thereof to the Issuer, the Paying Agent and the Borrower's Representative, and is to give notice thereof by mail to owners of the Bonds.

The provisions described in the preceding paragraph are subject to the condition that if, after the principal of the Bonds has been so declared to be due and payable and before any judgment or decree for the payment of the money due has been obtained or entered as provided in the Indenture, (i) the Issuer deposits with the Trustee, from any payment received from the Borrower for such purpose, a sum sufficient to pay all matured installments of interest on all Bonds and the principal of any and all Bonds that have become due otherwise than by reason of such declaration (with interest on such principal and, to the extent permissible by law and as evidenced by an opinion of Bond Counsel, on overdue installments of interest, at the Default Rate) and such amount as is sufficient to pay Extraordinary Trustee's Fees and Expenses, and (ii) all Events of Default under the Indenture other than nonpayment of the principal of the Bonds that have become due by such declaration have been remedied, then, in every such case, upon the written consent of the Controlling Owners, such Event of Default is to be deemed waived and such declaration and its consequences rescinded and annulled, and the Trustee is to promptly give written notice of such waiver, rescission or annulment to the Issuer, the Paying Agent and the Borrower's Representative and is to give notice thereof by mail to all owners of the Bonds; but no such waiver, rescission and annulment is to extend to or affect any subsequent Event of Default or impair any right of remedy consequent thereon.

Upon the occurrence and continuation of any Event of Default, the Trustee may, and must, if so directed in writing by the Owners of not less than 25% of the Outstanding principal amount of the Bonds, and upon receipt of indemnity to its reasonable satisfaction, must, in its own name and as the trustee of an express trust:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the owners under the Indenture or the Bonds, including, without limitation, requiring the Issuer or the Borrower to carry out any agreements with or for the benefit of the owners and to perform its or their respective duties under the Act, the Loan Agreement, the Regulatory Agreement, the Mortgage, the HAP Contract, the Land Use Restriction Agreement, the Assignment of Management Agreement and the Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Act, the Loan Agreement, the Mortgage, the Regulatory Agreement, the Land Use Restriction Agreement, the HAP Contract, the Assignment of Management Agreement or the Indenture, as the case may be;

(b) bring suit upon the Bonds;

(c) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the owners of the Bonds;

(d) by action or suit in equity require the Borrower or the Borrower's Representative to account as if they were the trustee of an express trust for the owners of the Bonds;

(e) foreclose the Mortgage; or

(f) file proofs of claim in any bankruptcy or insolvency proceedings related to the Issuer, the Borrower, the Managing Member or the Project, necessary or appropriate to protect the interests of the Trustee or the owners of the Bonds.

**Controlling Owners' Right to Direct Proceedings**

The Controlling Owners have the right, by an instrument in writing executed and delivered to the Trustee, and upon indemnifying the Trustee as set forth in the Indenture, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture or exercising any trust or power conferred on the Trustee by the Indenture, the Loan Agreement or the Mortgage.

**Limitation on Owners' Right to Institute Proceedings**

Subject to the provisions of the Indenture, no Owner has any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power under the Indenture, or any other remedy thereunder or on the Bonds, unless such Owner previously has given to the Trustee written notice of an Event of Default as provided in the Indenture and unless also the Owners of not less than 25% of the Outstanding principal amount of the Bonds have made written request of the Trustee to do so after the right to institute said suit, action or proceeding under the Indenture has accrued, and have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and the Trustee has not complied with such request within a reasonable time. No one or more of the Owners of the Bonds will have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of the Indenture, or to enforce any right thereunder or under the Bonds, except in the manner therein provided, and all suits, actions and proceedings at law or in equity are to be instituted, had and maintained in the manner therein provided and for the equal benefit of all Owners of Bonds. Notwithstanding anything to the contrary in the Indenture, the furnishing of indemnity to the Trustee as provided in the Indenture is in every such case, at the option of the Trustee, to be a condition precedent to the institution of such suit, action or proceeding by the Trustee.

**Application of Money**

If an Event of Default described in clauses (a) and (b) under "—Events of Default" above exists, any money held in any Fund or Account under the Indenture (excluding the Rebate Fund) or received by any receiver or by the Trustee, or by any Owner pursuant to any right given or action taken under the remedial provisions of the Indenture, after payment of (i) the fees, expenses, liabilities or advances payable to or incurred or made by the Trustee, (ii) Operating Expenses of the Project as determined to be appropriate by the Trustee (and the Trustee may, in its discretion, rely on the Budget to make such determination), and (iii) the costs and expenses of the proceedings resulting in the collection of such money, is to be deposited in the Revenue Fund; and all money so deposited in the Revenue Fund during the continuance of an Event of Default (other than money for the payment of Bonds that had matured or otherwise become payable prior to such Event of Default or for the payment of interest due prior to such Event of Default) is to be applied as follows:

(i) Unless the principal of all the Bonds has been declared due and payable, all such remaining money is to be applied: (A) first, together with any amounts on deposit in the Debt Service Reserve Fund, to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds on a parity and pro rata basis with interest on overdue installments, if lawful, at the Default Rate, in the order of maturity of the installments of such interest and, if the amount available is not sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment of interest on the Bonds on a parity and pro rata basis; and (B) second, together with any amounts on deposit in the Debt Service Reserve Fund, to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds that have become due on a parity and pro rata basis (other than Bonds called for redemption the payment of which money is held pursuant to the provisions of the Indenture) with interest on such Bonds at the Default Rate from the respective dates upon which they became due and, if the amount available is not sufficient to pay in full the Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege of all installments of interest then due on the Bonds, with interest on overdue installments, if lawful, at the Default Rate, in the order of maturity of the installments of such interest and, if the amount available is not sufficient to pay in full any particular installment of interest, then to the payment ratably;

(ii) If the principal of all the Bonds has been declared due and payable, all such remaining money is to be applied, together with any amounts on deposit in the Debt Service Reserve Fund, to the payment of the principal and interest then due and unpaid upon the Bonds on a parity and pro rata basis, with interest on overdue interest, if lawful, and principal, as aforesaid at the Default Rate, without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege; and

(iii) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of the Indenture then, subject to the provisions described in (ii) above, which are to be applicable in the event that the principal of all the Bonds later becomes due and payable, the remaining money is to be applied in accordance with the provisions described in (i) above.

Whenever money is to be applied pursuant to the provisions described above, such money is to be applied at such times, and from time to time, as the Trustee determines, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee applies such funds, it is to fix the date (which is to be an Interest Payment Date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date is to cease to accrue. The Trustee is to give notice of the deposit with it of any such money and of the fixing of any such date by mail to all owners of Bonds and is not required to make payment to any owner of a Bond until such Bond is presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

**Supplemental Indentures Without Owners' Consent**

The Issuer and the Trustee may, without the consent of, but with prompt notice to the owners of the Bonds, enter into Supplemental Indentures as follows:

(a) to cure any formal defect, omission, inconsistency or ambiguity in the Indenture;

(b) to add to the covenants and agreements of the Issuer in the Indenture other covenants and agreements, or to surrender any right or power reserved or conferred upon the Issuer if such surrender does not, in the judgment of the Trustee, materially adversely affect the interests of the owners, the Trustee being authorized to rely on an opinion of Counsel with respect thereto;

(c) to confirm, as further assurance, any pledge of or lien on the Loan Agreement or of any other money, securities or funds subject to the lien of the Indenture;

(d) to comply with the requirements of the Trust Indenture Act of 1939, as amended;

(e) to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, as set forth in an opinion of Bond Counsel;

(f) to provide for any amendment required in connection with the issuance of Additional Bonds or any other amendment specifically authorized or required by any provision of the Indenture;

(g) with respect to any other amendment that does not have a material adverse effect on the Owners of any Bonds, based on an opinion of Bond Counsel; or

(h) to provide for refunding bonds to refund all or any portion of the Bonds, so long as the debt service on such refunding bonds does not increase the Debt Service Requirement in any year, and the final maturity date scheduled for such refunding bonds is not extended beyond the final maturity date scheduled for the Bonds being refunded. Upon such refunding, the provisions in the Indenture for the security and application of money for the payment of the Bonds, and any other provisions of the Indenture specified in the supplemental indenture for such refunding bonds, are to apply to the refunding bonds in lieu of the Bonds being refunded.

**Supplemental Indentures Requiring Owners' Consent**

Except for any Supplemental Indenture described above, subject to the terms and provisions contained in the Indenture and not otherwise, owners of not less than a majority of the principal amount of the Bonds affected thereby have the right, from time to time, to consent to and approve the execution and delivery by the Issuer and the Trustee of any Supplemental Indenture deemed necessary or desirable by the Issuer for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in the Indenture; provided, however, that, unless approved in writing by all owners of the Bonds affected thereby, nothing contained in the Indenture is to permit, or be construed as permitting, (i) a change in the times, amounts or currency of payment of the principal of or interest on any outstanding Bond or a reduction in the principal amount or redemption price of any outstanding Bond or the rate of interest thereon, (ii) the creation of a claim or lien upon, or a pledge of, the Trust Estate ranking prior to or on a parity with the claim, lien or pledge created by the Indenture, (iii) a reduction in the aggregate Outstanding principal amount of the Bonds the consent of the owners of which is required for any such Supplemental Indenture or that is required, under the Indenture, for any modification, alteration, amendment or supplement to any Borrower's Documents, (iv) any change in the definition of "Controlling Owners," (v) any change to the provisions described in this paragraph or (vi) any change to the provisions of the Indenture relating to the application of Project Revenues and disbursements from the Revenue Fund or the Surplus Fund or to any other provision of the Bonds or the Indenture that would result in an increase in the amounts to be disbursed from the Revenue Fund or the Surplus Fund or to any other provision of the Bonds or the Indenture which would result in an increase in the amounts to be disbursed pursuant to the Indenture.

**Amendment of Borrower's Documents Without Owners' Consent**

With the consent of the Issuer, but without the consent of the Owners (but with notice to the Owners), any Amendment of any Borrower's Document may be entered into by the Trustee from time to time as follows:

(a) to cure any formal defect, omission, inconsistency or ambiguity in such Borrower's Document;

(b) to add to the covenants and agreements of the Issuer or the Borrower in such document other covenants and agreements, or to surrender any right or power reserved or conferred upon the Issuer or the Borrower, if such surrender will not, in the judgment of the Trustee, materially adversely affect the interests of the Owners, the Trustee being authorized to rely on an opinion of Counsel with respect thereto;

(c) to confirm, as further assurance, any lien on or pledge of the Project or the revenues therefrom or of any other property, money, securities or funds subject to the Mortgage or any other security for the Loan Agreement;

(d) to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, as set forth in an opinion of Bond Counsel;

(f) to provide for any Amendment specifically authorized or required by any provision of any Borrower's Document; or

(g) with respect to any other Amendment which does not have a material adverse effect on the Owners of the Bonds, based on an opinion of Bond Counsel.

**Amendment of Borrower's Documents Requiring Owners' Consent**

Except in the case of Amendments referred to in "—Supplemental Indentures Without Owners' Consent" or "Amendment of Borrower's Documents Without Owners' Consent" above, the Issuer is not to enter into, and the Trustee is not to consent to, any Amendment of any Borrower's Document without the written approval or consent of the Owners of not less than a majority of the outstanding principal amount of the Bonds affected thereby, given and procured as provided in the Indenture; provided, however, that, unless approved in writing by all the Owners of the Bonds affected thereby, nothing contained in the Indenture is to permit, or be construed as permitting, an amendment that has any of the effects described in clauses (i) through (vi) under "—Supplemental Indentures Requiring Owners' Consent" above.

**Defeasance**

If the Issuer pays or causes to be paid to the owner of any Bond the principal of, and premium, if any, and interest due and payable, and thereafter to become due and payable, upon any Bond or portion thereof in any Authorized Denomination, such Bond or portion thereof will cease to be entitled to any lien, benefit or security under the Indenture. If the Issuer pays or causes to be paid the principal of, and premium, if any, and interest due and payable on all Outstanding Bonds, and thereafter to become due and payable thereon, and pays or causes to be paid all other sums payable under the Indenture, including all fees, compensation and expenses of the Trustee and receipt by the Trustee of an opinion of Counsel that all conditions precedent have been complied with, then the right, title and interest of the Trustee in and to the Trust Estate will thereupon cease, terminate and become void, and the Trustee is to release or cause to be released the Trust Estate, the Mortgage and any other documents securing the Bonds or execute such documents so as to permit the Trust Estate, the Mortgage and such other documents to be released.

Any Bond will be deemed to be paid for all purposes of the Indenture when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in the Indenture) either (i) has been made or caused to be made in accordance with the terms thereof or (ii) has been provided for by an irrevocable deposit with the Trustee in trust and irrevocably set aside exclusively for such payment (1) funds sufficient to make such payment or (2) Government Obligations, maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient money to make such payment, and (b) all fees, compensation and expenses of the Trustee and Paying Agent pertaining to the Bonds with respect to which such deposit is made (accrued and to accrue until final payment of the Bonds, whether at maturity or upon redemption), have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond is deemed to be paid under the Indenture, such Bond will no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such funds or Government Obligations.

Notwithstanding the foregoing paragraph, no deposit described in clause (a)(ii) of the preceding paragraph will be deemed a payment of such Bond until (a) proper notice of redemption of such Bond has been given in accordance with the Indenture, that the deposit described in (a)(ii) above has been made with the Trustee and that such Bond is deemed to have been paid in accordance with the Indenture and stating the maturity or redemption date upon which money is to be available for the payment of the redemption price of such Bond, plus interest thereon to the due date thereof; or (b) the maturity of such Bond. In addition to the foregoing, no deposit described in clause (a)(ii) of the immediately preceding paragraph will be deemed a payment of such Bond until the Borrower has delivered to the Trustee and the Issuer (i) a report of an Independent Certified Public Accountant verifying the sufficiency of the amounts, if any, described in (a)(ii) above to insure payment of such Bond, (ii) an opinion of Bond Counsel to the effect that such deposit will not adversely affect the exclusion of interest on the Bonds from the gross income for federal income tax purposes and (iii) an opinion of counsel that the defeasance collateral has been duly and validly assigned and delivered to the Trustee for the benefit of the Bondholders and that the Trustee's security interest in the defeasance collateral is a first priority perfected security interest.

## THE LOAN AGREEMENT

*The following is a brief summary of certain provisions of the Loan Agreement. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Loan Agreement, copies of which are on file with the Issuer and the Trustee.*

The Issuer has entered into a Loan Agreement with the Borrower and the Trustee, pursuant to which the Issuer will lend the proceeds of the Bonds to the Borrower in order to permit the Borrower to finance and refinance the acquisition, rehabilitation and equipping of the Project. The Bonds will be secured by and repaid from the payments required to be made by the Borrower pursuant to the Loan Agreement and the other sources described in the Indenture.

### Certain Representations and Covenants of the Borrower

The Borrower makes, among others, the following representations, covenants and warranties in the Loan Agreement:

(a) The Borrower: (i) is a limited liability company, created and existing under the laws of the state in which it was formed; (ii) is in good standing (or the equivalent thereof under Wisconsin law) and duly qualified to transact business in such state and not in violation of any applicable operating agreement; and (iii) has the power to enter into the Borrower's Documents and has duly authorized the execution and delivery of the Borrower's Documents.

(b) Neither the execution and delivery of the Loan Agreement and the Borrower's Documents, nor the consummation of the transactions contemplated thereby and by the Loan Agreement nor the fulfillment of or compliance with the terms and conditions thereof will conflict with or result in a breach of any of the terms, conditions or provisions of any of the Borrower's organizational documents or any restrictions, agreement, or instrument to which the Borrower is a party or by which the Borrower is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower under the terms of any instrument or agreement, other than the respective liens, if any, of the Loan Agreement, the Mortgage, the Regulatory Agreement and the liens on the Mortgaged Property securing the Seller Notes. The Borrower agrees to fully and faithfully comply with and perform under the terms and conditions of the Borrower's Documents.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or the Project, nor to the best of the knowledge of the Borrower is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by the Bond Documents or which would adversely affect, in any way, the validity or enforceability of the Bonds or the Bond Documents or any material agreement or instrument to which the Borrower is a party used or contemplated for use in the consummation of the transactions contemplated by the Loan Agreement.

(d) The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party.

(e) The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations; and the Project, as of the Closing Date, has not been damaged or injured as a result of any fire, explosion, accident, flood or other casualty that would materially adversely affect the intended use by the Borrower of the Project.

(f) The Borrower agrees not to incur additional indebtedness, other than the indebtedness evidenced in connection with the issuance of the Bonds, indebtedness evidenced by the Seller Notes, and other than indebtedness specifically permitted under the Loan Agreement or trade debt incurred in the ordinary course of business in connection with owning, operating, maintaining and managing the Project, which trade debt is to be paid within 90 days after it is incurred, or indebtedness made expressly subject and subordinate to the obligations of the Borrower under the Loan Agreement, provided that any additional indebtedness incurred shall require the prior written approval of the Issuer.

**Budget**

On the Closing Date and 30 days after the first day of each Fiscal Year, the Borrower is to prepare a Budget of anticipated Project Revenues and Operating Expenses for the succeeding Fiscal Year and is to submit a copy of such Budget to the Trustee and, upon written request, any Bondowner and the Underwriter. In the case of each Fiscal Year commencing on or after January 1, 2022, such Budget is to show, and the Borrower shall so certify to the Trustee, there to be sufficient income to achieve a Debt Service Coverage Ratio of at least 1.15 to 1 with respect to all outstanding Bonds (the "Coverage Test"), inclusive of earnings on the Funds held under the Indenture (other than the Repair and Replacement Fund, the Project Fund and the Rebate Fund); provided, however, that such requirement will not apply during any Fiscal Year during which a Management Consultant has been retained in accordance with the Loan Agreement and any Fiscal Year covered by a Management Consultant's report projecting insufficient income to achieve the Coverage Test. In the event that any Bondholder or the Underwriter requests a copy of the Budget, such Budget shall be simultaneously made available by the Borrower on the Borrower's website or made available by similar means, including, but not limited to, posting the information on EMMA. The Budget may be amended from time to time by the Borrower during the course of the Fiscal Year, and such amendments are to be submitted in the same manner as the Budget.

Each Budget is to include provision for payment by the Borrower of all costs, fees and expenses payable or incurred by the Borrower under the Loan Agreement and the Indenture.

**Pledge of Project Revenues and Borrower's Rights**

Pursuant to the Loan Agreement, the Borrower pledges and assigns, and grants a security interest in, and as security for the Loan Payments under the Loan Agreement, to the Issuer, and the Issuer assigns to the Trustee, for the benefit of the Bondholders, all of Borrower's right, title and interest in and to the tenant leases executed by the occupants of the Project and the Project Revenues attributable to the Project. The Borrower covenants to pay or cause to be paid or assigned to the Trustee the Project Revenues attributable to the Project in accordance with the Loan Agreement. See "SECURITY FOR THE BONDS—Operation of the Project."

**Obligations Unconditional; Limited Recourse**

Notwithstanding any provision expressly or inferentially to the contrary contained in the Loan Agreement or in the Note, the Borrower unconditionally agrees that it shall make payments to the Trustee (for the account of the Issuer) in lawful money of the United States of America and in such amounts and at such times as shall be necessary to enable the Trustee to make full and prompt payment when due (whether at stated maturity, upon redemption prior to stated maturity or upon acceleration of stated maturity), of the principal of, premium, if any, and interest on all Bonds issued or to be issued under the Indenture. The obligations of the Borrower to make the payments required in the Loan Agreement and to perform and observe the other agreements contained herein shall be joint and several obligations of the Borrower and shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Issuer or the Trustee of any obligation to the Borrower whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or the Trustee. Until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower (a) will not suspend or discontinue any payments provided for in the Loan Agreement, (b) will perform and observe all other agreements contained in the Loan Agreement, and (c) except as provided in the Loan Agreement, will not terminate the Loan Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the acquisition, construction, rehabilitation, renovation and equipping of the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of any state or any political subdivision of either or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Loan Agreement or otherwise.

The provisions of this Section shall survive an Indenture Event of Default and a Default under the Loan Agreement and the expiration, termination, rescission or revocation of the Loan Agreement and the Indenture until such time as the Bonds have been paid in full or payment provided for in full and all other payments due under this Loan Agreement and Indenture have been made or provided for in full. The Trustee, as assignee of the Issuer, may bring a foreclosure action or other appropriate action or proceeding to enable it to enforce and realize upon the lien and security interest in the pledged property created by the Loan Agreement and the Mortgage.

Notwithstanding any provision of the Loan Agreement or any of the other Borrower's Documents to the contrary, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to the Loan Agreement, any agreement pertaining to the Project or any other agreement securing the Borrower's obligations under the Loan Agreement), shall be rendered against the Borrower, any member of the Borrower, its respective officers, directors or members (including specifically the Managing Member) or its heirs, personal representatives, successors, transferees assigns, as the case may be, or the Managing Member, or its officers, directors or employees in any action or proceeding arising out of the Loan Agreement and the Indenture or any agreement securing the obligations of the Borrower under the Loan Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. Notwithstanding the foregoing, the provisions of this paragraph shall be null and void and have no force and effect to the extent of any loss suffered by the Issuer, the Trustee, any Owner or any beneficiary of or the trustee under the Mortgage as a result of the Borrower's: (a) committing any act of fraud; (b) misapplication of any condemnation award or casualty insurance proceeds; (c) failure to apply the revenues of the Project in the manner and for the purposes provided in the Bond Documents, whether before or after an Event of Default; or (d) violation of any environmental laws. Nothing herein shall be deemed to prohibit the naming of the Borrower in an action to realize upon the remedies provided herein either at law or in equity, subject to the foregoing limitation against a personal money judgment or deficiency decree against the Borrower, the members of the Borrower or their heirs, personal representatives, successors and assigns, or to prohibit the naming of any person in any action to realize upon the remedies provided in the other Borrower's Documents or any other guaranty given in favor of the Issuer or the Trustee.

**Loan Payments**

(a) Unless and until an Event of Default by the Borrower, the Borrower shall cause to be deposited with the Trustee an amount of Project Revenues equal to (i) the Basic Loan Payments plus (ii) the Additional Loan Payments as provided in the Loan Agreement, in such lawful money of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

(i) *Basic Loan Payments*. Such amount shall be used to pay, as Basic Loan Payments, the following amounts:

(A) on or before the last Business Day of each month, commencing July, 2020, until such time as the principal of and the premium, if any, and interest on, the Bonds shall have been paid in full, or provisions made for such full payment in accordance with the provisions of the Indenture, to the Trustee for deposit in the Bond Fund provided for in the Indenture, a sum equal to the Interest Requirement on the then Outstanding Bonds for such month; however, the first Basic Loan Payment due July 31, 2020, will be reduced by the amount deposited into the Interest Account of the Bond Fund on the Closing Date; and

(B) on or before the last Business Day of each month, commencing July, 2020, to the Trustee for deposit in the Bond Fund, a sum equal to the Principal Requirement on the then Outstanding Bonds for such month.

Except as otherwise provided in the Indenture, the Borrower shall also provide for the payment, as Basic Loan Payments, to the Trustee for deposit in the Bond Fund, such amounts as shall, together with any other money available therefor, be sufficient to pay all amounts, if any, required to redeem the Bonds pursuant to the provisions of the Indenture (except for mandatory sinking fund redemptions) as and when they become subject to redemption pursuant thereto, together with any related redemption premium associated therewith, with all such payments to be made by the Borrower to the Trustee, for deposit into the Bond Fund on or before the date such money are required by said provisions of the Indenture.

(ii) *Additional Loan Payments*. The Borrower shall cause to be paid to the Trustee from time to time amounts fully sufficient to timely pay (and take other actions as may be necessary to provide for the payment of), in addition to the Basic Loan Payments, the Additional Loan Payments specified in the Loan Agreement (to the extent such costs and expenses are not paid from the proceeds of the sale of the Bonds) to the Person or Persons entitled to such payments in the order specified in the Indenture.

(iii) *Revenue Fund*. The Borrower shall make payments to the Trustee for deposit into the Revenue Fund in accordance with the Loan Agreement and the Indenture. Funds shall be expended and used only in the manner and order specified in the Loan Agreement and in the Indenture. All moneys in the Revenue Fund shall be held by the Trustee and applied as hereinafter provided herein and in the Indenture, and pending such application, shall be subject to a prior lien and charge in favor of the owners of the Bonds and for the further security of such owners until paid out or withdrawn as provided herein.

(iv) *Miscellaneous*. In the event the Borrower shall fail to pay, or fail to cause to be paid, any Loan Payments as required as described above (except to the extent amounts due as described above are paid from amounts on deposit in the Debt Service Reserve Fund, the Repair and Replacement Fund, or the Surplus Fund), the payment not paid shall continue as an obligation hereunder of the Borrower until the unpaid amount shall have been fully paid, and the Borrower shall pay, or cause to be paid, the same with interest thereon from the date of non-payment until the date so paid at the Default Rate. The requirement that interest be paid at the Default Rate shall be in addition to and not in lieu of any other remedy that may exist for the failure of the Borrower to make the payments required in the Loan Agreement.

(b) Upon an Event of Default by the Borrower, the Borrower shall cause all Project Revenues to be deposited with the Trustee upon receipt by the Borrower or the Manager. The Project Revenues shall be used to pay the Basic Loan Payments and the Additional Loan Payments, as provided in the Loan Agreement, in such lawful money of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

**Rate Covenant; Coverage; Failure to Meet Rate Covenant**

Under the Loan Agreement, subject to the requirements of Section 8 of the U.S. Housing Act and the HAP Contract, the Borrower agrees to fix, charge and collect, or cause to be fixed, charged and collected rents, fees and charges in connection with the operation and maintenance of the Project such that for each Fiscal Year, commencing with the Fiscal Year ending December 31, 2022, the Debt Service

Coverage Ratio will not be less than the Coverage Test, determined as of the end of each such Fiscal Year based on and supported by Consolidated Audited Financial Statements.

Within 150 days after the end of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2022, the Borrower's Representative will file a certificate with the Trustee and the Issuer, verifying the Debt Service Coverage Ratio with respect to such Fiscal Year, to which certified copies of the Project's Consolidated Audited Financial Statements on a combined basis shall be attached.

If the Coverage Test for any Fiscal Year as set forth in the certificate delivered pursuant to the Loan Agreement is not satisfied, the Borrower will retain a Management Consultant unless waived by a majority of the Bondholders. The Management Consultant will prepare recommendations with respect to the operations of the Project and the sufficiency of the rents, fees and charges imposed by the Borrower.

The Management Consultant's report (which will be delivered to the Borrower's Representative, with a copy to the Trustee) shall (a) include a projection of the Project Revenues, Operating Expenses and Net Income Available for Debt Service on a quarterly basis for not less than the next two Fiscal Years, and (b) make such recommendations to the Borrower as the Management Consultant believes are appropriate to enable the Borrower to increase the Debt Service Coverage Ratio to at least the Coverage Test for the current Fiscal Year. If, in the judgment of the Management Consultant, it is not possible for the Borrower to meet such requirements, the report of the Management Consultant will so indicate and will further indicate the projected Debt Service Coverage Ratio which could be achieved if the recommendations of the Management Consultant are followed. Retention of a Management Consultant in the years covered by the Management Consultant's report shall not be required, provided that the Borrower's Representative delivers a certificate to the Trustee, within 45 days after the end of each fiscal quarter, setting forth the actual results for such fiscal quarter (which may be based on unaudited financial statements) and such results show that the Borrower are meeting the results projected by the Management Consultant. The Borrower will, to the extent lawful and reasonably feasible, and so long as not inconsistent with the Tax Certificate, follow the recommendations of the Management Consultant.

Failure of the Borrower to satisfy the Coverage Test covenant for an applicable Fiscal Year constitutes a Default under the Loan Agreement only if (i)(A) the Borrower fails to engage the Management Consultant unless such requirement is waived by a majority of Bondholders or (B) the Borrower fails to implement the Management Consultant's reasonable recommendations, as required by the Loan Agreement, or (ii) the Debt Service Coverage Ratio is less than 1.00 to 1 for all of the Bonds then Outstanding for such Fiscal Year.

**Additional Bonds**

The Borrower may cause the issuance of Additional Bonds with the consent of the Issuer if one of the following subsections applies:

(a) Additional Bonds incurred for the purpose of renovating the Project, and with respect to which the following conditions are satisfied:

(i) no Default under the Loan Agreement, the Mortgage or any related document to which the Borrower is a party has occurred and is continuing;

(ii) if the Additional Bonds will finance a renovation resulting in an increase in the aggregate number of units in the Project owned or operated by the Borrower, the Borrower has received a market study prepared by an independent third party (which shall be attached to the certificate of the Borrower's Representative described in (vi) below) which concludes that the demand for housing is sufficient such that the availability of the additional number of units in the contemplated renovation is not expected to reduce the average occupancy levels in the Project below 90%;

(iii) the average occupancy of the Project during both the prior year and the current year is at least 90%;

(iv) the Debt Service Coverage Ratio for the most recently ended Fiscal Year, based on the audited financial statements for such Fiscal Year, was at least 1.20 to 1;

(v) the projected Debt Service Coverage Ratio for the first five Fiscal Years after completion of the renovations being financed by such Additional Bonds will be at least 1.20 to 1; and

(vi) The Borrower delivers a certificate of the Borrower's Representative to the Trustee to the effect that the conditions set forth above have been satisfied with appropriate schedules supporting the required calculations.

(b) Additional Bonds may also be issued to refund or refinance Bonds.

Notwithstanding anything to the contrary described above, no such Additional Bonds are to have a prior security interest in, or prior lien on, the Trust Estate or be payable on a basis prior to the Bonds from Project Revenues.

**Subordination of Management Fees**

As long as the Seller, or an affiliate thereof, is the Manager of the Project, any Management Fee payable by the Borrower with respect to the Project will be wholly subordinate and junior in right of payment to all amounts payable under the Loan Agreement with respect to the Bonds as described in "Loan Payments" above. Without limiting the foregoing, during the continuance of a Default under the Loan Agreement, no payment of any Management Fee shall be made by the Borrower. Further, the Borrower will not pay any Management Fee if such payment will cause a Default under the Loan Agreement. Pursuant to the Assignment of Management Agreement, the Borrower shall assign its respective rights, title, and interest under the Management Agreement to the Trustee. Further, the Borrower's obligation to pay the Management Fee and the Manager's right to receive Management Fees shall at all times during the term of the Management Agreement be subordinate to the Borrowers obligation to make payments under the Loan Agreement as described in "Loan Payments" above.

**Option to Terminate Upon Certain Events**

The Borrower has the option to terminate the Loan Agreement, and thereby cause the redemption of the Bonds (see "REDEMPTION OF BONDS—Mandatory Redemption" above), at any time the Borrower declares it will cease to operate the Project by reason of:

(a) the damage or destruction of all or a significant portion of the Project (with property damage equal to at least $250,000) to such extent that in the reasonable opinion of the Borrower, the repair and restoration thereof would not be economical or will not be completed prior to the expiration of rental loss insurance;

(b) the condemnation of all or part of the Project or the taking by condemnation of such part, use or control of the Project (with the value of the property so taken or condemned equaling at least

$250,000) as to render the Project unsatisfactory to the Borrower for its intended use, provided that any temporary taking by condemnation is not to give rise to the option unless in the reasonable opinion of the Borrower, such temporary taking renders the Project unsatisfactory to the Borrower for its intended use for a period of at least six months or after the expiration of rental loss insurance;

(c) the determination that the continued operation of the Project would have a material adverse effect on the ability of the Borrower to meet the financial covenants set forth in the Loan Agreement, as established by a report of a Management Consultant; or

(d) any changes in the Constitution of the State or the Constitution of the United States or of any legislative or administrative action (whether state, federal or local), by which the Loan Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes thereof.

To exercise such option, the Borrower, within 180 days following the event authorizing such termination, is to give written notice to the Issuer and the Trustee, and is to specify therein the date of termination, which date is to be not less than 125 days nor more than 180 days from the date such notice is mailed, and is to make arrangements satisfactory to the Trustee for the giving of the required notice of redemption of all of the Bonds. In order to exercise such option, the Borrower is to pay, or cause to be paid, on or prior to the applicable redemption date, to the Trustee, an amount equal to the sum of the following:

(i) An amount of money that, when added to the amounts then on deposit under the Indenture and available for such purpose, will be sufficient to retire and redeem all of the Outstanding Bonds on the earliest possible redemption date after notice as provided in the Indenture, including, without limitation, the principal amount thereof and premium, if any, and interest to accrue to said redemption date; plus

(ii) An amount of money equal to the Trustee's fees and expenses under the Indenture accrued and to accrue until such final payment and redemption of the Bonds, including fees and expenses related to such redemption;

(iii) An amount of money equal to the Issuer's fees and expenses under the Indenture accrued and to accrue until such final payment and redemption of the Bonds.

Any such prepayment is conditioned upon: (1) deposit with the Trustee of Available Moneys in an amount equal to the principal, premium, if any, and interest on the Bonds to be redeemed; (2) the opinion of nationally recognized counsel experienced in bankruptcy matters to the effect that such prepayment will not constitute a voidable preference in the event of the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the Borrower or the Issuer or any affiliate of either under any applicable bankruptcy, insolvency, reorganization or similar law now or hereafter in effect; (3) on the redemption date a certificate of the Borrower to the effect that there has not occurred at any time during or after the preceding 123-day period any filing by or against the Borrower under any bankruptcy act or similar law for the relief of debtors; and (4) a verification opinion or report by a certified public accountant or nationally recognized law firm (which may be counsel to the Borrower) to the effect that the amounts paid by the Borrower is sufficient on the required date to pay amounts described in (i), (ii) and (iii) above.

**Insurance**

In accordance with the Loan Agreement, the Borrower is to keep and maintain the Project adequately insured, including, without limitation, maintaining such insurance against such risks, and in such amounts, as may be required by law and as is customary for facilities of like size, type and location, operated for the same purpose as the Project is being operated, paying, or causing to be paid, as the same become due and payable, all premiums with respect thereto, such insurance to include, but not necessary to be limited to, the following unless modified in accordance with the provisions of the Loan Agreement:

(i) Comprehensive all risk insurance on the Project and all personal property therein, subject to standard policy exclusions, including contingent liability from operation of building laws, demolition costs and increased cost of construction endorsements in each case (A) in an amount equal to the "full replacement cost," which for purposes of the Loan Agreement means actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings), but the aggregate amount of insurance for the Borrower's Project in no event is to be less than the aggregate Bonds Outstanding for the Project; (B) in an amount sufficient to avoid any co-insurance penalty; (C) with respect to the Project, providing for no deductible in excess of the lesser of (I) $10,000 per occurrence (or $50,000 in the case of damage from hail) and (II) 3% of the face value of such policy for the insured Project for wind and hail coverage, unless such deductible levels are determined to be not commercially available by the Insurance Consultant; and (D) containing an ordinance or law coverage or enforcement endorsement if any portion of the Project or the use of the Project at any time constitutes legal non-conforming structures or uses. The full replacement cost of the Project is to be estimated from time to time (but not more frequently than once in any six calendar months) by an appraiser or contractor designated and paid by the Borrower or by an engineer or appraiser in the regular employ of the insurer providing the relevant coverage. After the first appraisal, additional appraisals may be based on construction cost indices customarily employed in the trade.

(ii) Flood hazard insurance for such portion of the Project which is currently or at any time in the future identified as an area having special flood hazards or otherwise being designated as a "special flood hazard area or part of a 100 year flood zone," in an amount equal to the replacement cost of the building listed on the Policy; provided, however, that a portion of such flood hazard insurance may be obtained under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended.

(iii) Commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Project, such insurance (A) to be on the so-called "occurrence" form with a combined single limit of not less than $1,000,000; and (B) to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors (provided that the independent contractors insurance requirement does not apply to any claim arising out of the operations of any independent contractor or to any act or omission of any insured in the general supervision of such operations; and such exclusion will not apply if the Borrower obtains certificates from the independent contractor as follows: (i) the certificate must provide evidence of like coverage to such policy, (ii) such certificates must contain limits of liability at least equal to the limits of the applicable independent contractors insurance, and (iii) certificates for Workers' Compensation (statutory requirements) and Employers Liability (minimum $100,000 limit) must also be contained); and (4) blanket contractual liability for all written and oral contracts.

(iv) Business income insurance (A) covering all risks required to be covered by the insurance described in subsection (i) above; and (B) business interruption or loss of rents insurance in an amount not less than one year's gross rentals (assuming 100% occupancy) or, in the alternative, blanket coverage for rental interruption that covers the Project together with properties of affiliates of the Borrower in an amount not less than that approved on or before the date of the Loan Agreement or subsequently recommended in writing by the Insurance Consultant. The amount of such business income insurance is to be determined at least once each year based on the Borrower's reasonable estimate, based on the most recent Project financial performance, of the gross income from the Project for the succeeding 12-month period.

(v) At all times during which structural construction, repairs or alterations are being made with respect to the Project, the Borrower's insurance is to include permission to occupy the Project and make structural repairs and alterations.

(vi) Workers' compensation insurance, subject to the statutory limits of the applicable state and employer's liability insurance with a limit of at least $500,000 per accident and per disease per employee, and $500,000 for disease aggregate in respect of any work or operations on or about the Project, or in connection with the Project or its operation (if applicable).

(vii) Comprehensive boiler and machinery insurance, if applicable, and if available at commercially reasonable rates, on terms consistent with the comprehensive all risk insurance described in subsection (i) above.

(viii) Umbrella liability insurance in an amount not less than $10,000,000 per occurrence on terms consistent with the commercial general liability insurance policy described in subsection (iii) above.

(ix) If applicable, motor vehicle liability coverage for all owned and non-owned vehicles, including rented and leased vehicles containing minimum limits per occurrence of $1,000,000.

(x) In the event that the Project constitutes a legal non-conforming use under applicable building, zoning or land use laws or ordinances that are in effect at the time of loss or at the time of reconstruction, the policy for the Project is to include an ordinance or law coverage endorsement that contains Coverage A: "Loss Due to Operation of Law" (with a minimum liability limit equal to Replacement Cost With Agreed Value Endorsement), Coverage B: "Demolition Cost" and Coverage C: "Increased Cost of Construction" coverages.

All insurance described above is to be obtained under valid and enforceable policies (each, a "Policy"), and be issued by companies licensed to do business in the applicable state, and such insurance companies must have an "A" rating or better for claims paying ability assigned by a nationally recognized rating agency.

Without the consent of any of the Bondholders, upon receipt of written approval from the Issuer, the Insurance Consultant may permit, which permission may not be unreasonably withheld, modifications to the insurance otherwise required by the provisions of the Loan Agreement, as a whole or in part, for such risks, taking into account the cost and availability of insurance for such risk and the effect of the terms and rates of such insurance upon the costs and charges of the Borrower for their services.

**Obligation to Continue Payments**

If prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) (a) the Project or any portion thereof is destroyed as a whole or in part or is damaged by fire or other casualty or (b) title to or any interest in, or the temporary use of, the Project or any part thereof is taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or conveyed to a governmental authority by deed in lieu of condemnation or other taking, the Borrower is obligated to continue to pay the amounts specified in the Loan Agreement.

**Default**

The Loan Agreement provides that each of the following is a "Default":

(a) Failure by the Borrower to pay any Basic Loan Payments.

(b) Failure by the Borrower to make, or cause to be made, any Additional Loan Payment or certain amounts required to be paid under the Loan Agreement on or before the date due.

(c) In the case of each Fiscal Year commencing on or after January 1, 2022, failure by the Borrower to meet the Coverage Test covenant if the Borrower (a) fails to engage a Management Consultant unless waived by a majority of Bondholders or (b) fail to implement any of the Management Consultant's reasonable recommendations to the extent lawful and reasonably feasible, and to the extent consistent with the charitable mission of the Managing Member, as provided in the Loan Agreement; or (ii) the Debt Service Coverage Ratio for any Fiscal Year is less than 1.00 to 1 with respect to all Bonds then Outstanding.

(d) Failure by the Borrower to make any payment under the Loan Agreement or failure by the Borrower to perform or observe or comply with any of its covenants, agreements, provisions, warranties, terms or conditions contained in the Loan Agreement, the Tax Certificate, the Land Use Restriction Agreement or the Regulatory Agreement other than as described in paragraphs (a) through (c) above, and such failure continues for the period and after the notice described in the Loan Agreement.

(e) The dissolution or liquidation of the Borrower or the filing by the Borrower of a voluntary petition in bankruptcy, or adjudication of the Borrower as a bankrupt, or assignment by the Borrower for the benefit of its creditors or the entry by the Borrower into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Borrower in any proceeding instituted under the provisions of state law or the federal bankruptcy code, as amended, or under any similar act subsequently enacted. The term "dissolution or liquidation of the Borrower" is not to be construed to include the cessation of the existence of the Borrower resulting either from a merger or consolidation of the Borrower into or with another entity or a dissolution or liquidation of the Borrower following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in the Loan Agreement.

(f) The occurrence or continuance of a "Default" or an "Event of Default" under the Mortgage, the Regulatory Agreement, the Indenture, the Land Use Restriction Agreement or any Bond Document.

(g) The failure of the Borrower to furnish sufficient funds and the other items for Restoration required by the Loan Agreement within 60 days after the receipt of Net Proceeds.

(h) Any representation or warranty made by the Borrower in any statement or certificate furnished to the Issuer or the Trustee or the purchaser of any Bonds in connection with the sale of the Bonds or furnished by the Borrower or Borrower's Representative pursuant to the Loan Agreement proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within 30 days after written notice thereof to the Borrower's Representative by the Issuer or the Trustee.

The provisions described in (d) above are subject to the following limitation: if by reason of Force Majeure (as defined below) the Borrower is unable in whole or in part to carry out any of its agreements contained in the Loan Agreement (other than its payment obligations contained in the Loan Agreement), the Borrower will not be deemed in Default during the continuance of such inability, if, but only if such default is cured as provided in the Loan Agreement. The Borrower agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreements, provided that, subject to the preceding sentence, the settlement of strikes and other industrial disturbances will be entirely within the discretion of the Borrower, and the Borrower will not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Borrower unfavorable to the Borrower.

"Force Majeure" means, without limitation, the following: acts of nature; strikes or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of any state or of any of their subdivisions, departments, agencies or officials, or of any civil or military authority; insurrections; riots; landslides; earthquakes; fires; floods; explosions; and any other cause or event not reasonably within the control of the Borrower, but only to the extent such cause or event is not within the control of the Borrower.

**Remedies**

Upon the occurrence of a Default pursuant to the Loan Agreement and at any time thereafter during the continuance of such Default, the Trustee may and must, at the written direction of the Controlling Owners after being provided with satisfactory indemnity as provided in the Indenture, take one or more or any combination of the following remedial steps: (a) by written notice to the Borrower, declare the unpaid indebtedness on the Loan and all amounts then due and payable whether by acceleration of maturity or otherwise, to be immediately due and payable whereupon the same is to become immediately due and payable and accelerate the maturity of the Note; and (b) take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Loan, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under the Loan Agreement.

The provisions described in clause (a) are subject to the condition that if, at any time after the Loan has been so declared due and payable, payment of principal, interest and expenses has been provided for and cured to the satisfaction of the Trustee, then by written notice to the Issuer and to the Trustee on behalf of the Bondowners, the declaration may be rescinded and annulled.

## THE REGULATORY AGREEMENT

*The following is a brief summary of certain provisions of the Regulatory Agreement. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Regulatory Agreement, a copy of which is on file with the Issuer and the Trustee.*

In general, the Issuer, the Trustee and the Borrower will enter into a Regulatory Agreement with respect to the Project in order to set forth certain terms and conditions relating to the acquisition and operation of the Project.

**Qualified Residential Rental Project**

In the Regulatory Agreement, the Borrower acknowledges and agrees that the Project is to be owned, managed and operated as a "residential rental project" (within the meaning of Section 142(d) of the Code) for a term equal to the Qualified Project Period. To that end, and for the term of the Regulatory Agreement, the Borrower represents, covenants, warrants and agrees as follows:

(a) The Project will be rehabilitated, developed and operated for the purpose of providing multifamily residential rental property. The Borrower will own, manage and operate the Project as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, and no other facilities, in accordance with Section 142(d) of the Code, Section 1.103-8(b) of the Regulations and the provisions of the Act, and in accordance with such requirements as may be imposed thereby on the Project from time to time.

(b) All of the dwelling units in the Project (except for not more than one unit set aside for a resident manager or other administrative use) will be similarly constructed units, and each dwelling unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis or rented for a period of less than 30 consecutive days, or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of the Regulatory Agreement.

(d) No part of the Project will at any time during the Qualified Project Period be owned by a cooperative housing corporation, nor shall the Borrower take any steps in connection with a conversion to such ownership or use, and the Borrower will not take any steps in connection with a conversion of the Project to condominium ownership during the related Qualified Project Period (except that the Borrower may obtain final map approval and may file a condominium plan with the City).

(e) All of the Available Units in the Project will be available for rental during the period beginning on the date hereof and ending on the termination of the Qualified Project Period on a continuous, "first-come, first-served" basis to members of the general public; and the Borrower will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented in such a manner that they constitute Low Income Units. Notwithstanding the foregoing, to the extent that the Project must be rented to the elderly, the Borrower may give preference to the elderly without violating the provision described in this paragraph (e).

(f) The Project consists of a parcel or parcels that are contiguous except for the interposition of a road, street or stream, and all of the facilities of the Project comprise a single geographically and functionally integrated project for residential rental property, as evidenced by the ownership, management, accounting and operation of the Project.

(g) No dwelling unit in the Project will be occupied by the Borrower; provided, however, that if the Project contains five or more dwelling units, this provision shall not be construed to prohibit occupancy of not more than one dwelling unit by a resident manager or maintenance personnel, any of whom may be the Borrower.

(h) The Borrower represents that, as of the Closing Date, not less than 50% of the dwelling units in the Project are occupied and at least 10% of the residential units in the Project are expected to be Available Units at all times within 60 days after the Closing Date.

**Low Income Tenants; Very Low Income Tenants; Reporting Requirements**

Pursuant to the requirements of the Code, the Borrower represents, warrants and covenants in the Regulatory Agreement as follows:

(a) During the Qualified Project Period, no less than 75% of the total number of completed units in the Project will at all times be Low Income Units. For the purposes of this paragraph (a), a vacant unit that was most recently a Low Income Unit is treated as a Low Income Unit until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of such unit is to be redetermined.

(b) During the Qualified Project Period, no less than 20% of the total number of completed units in the Project will at all times be Very Low Income Units. For the purposes of such requirement, a vacant unit that was most recently a Very Low Income Unit is treated as a Very Low Income Unit until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of such unit is to be redetermined.

(c) No tenant qualifying as a Low Income Tenant or a Very Low Income Tenant upon initial occupancy will be denied continued occupancy of a unit in the Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such Low Income Tenant or Very Low Income Tenant increases to exceed the qualifying limit for a Low Income Unit or a Very Low Income Unit, as applicable. However, should the aggregate Gross Income of tenants in a Low Income Unit or a Very Low Income Unit, as applicable, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for a Low Income Unit or a Very Low Income Unit occupied by the same number of tenants, the next available unit of comparable or smaller size in the same building must be rented to (or held vacant and available for immediate occupancy by) Low Income Tenants or Very Low Income Tenant(s), as applicable. The unit occupied by such tenants whose aggregate Gross Income exceeds such applicable income limit shall continue to be treated as a Low Income Unit or a Very Low Income Unit for purposes of the requirements of paragraph (a) above unless and until an Available Unit of comparable or smaller size is rented to persons other than Low Income Tenants or Very Low Income Tenants, as applicable.

(d) For the Qualified Project Period, the Borrower will obtain, complete and maintain on file Income Certifications in the form required by the Regulatory Agreement for each Low Income Tenant and each Very Low Income Tenant, including (i) an income certification dated immediately prior to the initial occupancy of such Low Income Tenant or Very Low Income Tenant in the unit, and (ii) thereafter, an annual income certification with respect to each Low Income Tenant and Very Low Income Tenant. The Borrower will also provide such additional information as may be required in the future by the Code, the State or the Issuer, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to tax-exempt obligations.

(e) The Borrower is to make a good faith effort to verify that the income information provided by an applicant in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type credit search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the Issuer.

(f) The Borrower will maintain complete and accurate records pertaining to the Low Income Units and the Very Low Income Units, and will permit any duly authorized representative of the Issuer, the Administrator, the Trustee, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units and Very Low Income Units.

(g) The Borrower will prepare and submit to the Trustee, on behalf of the Issuer, annually, within 60 days after the end of each Fiscal Year, a Certificate of Continuing Program Compliance and a project status report in substantially the form attached as exhibits to the Regulatory Agreement; provided, however, that if the Borrower does not comply with such compliance monitoring requirements, or upon the direction of Bond Counsel, the Issuer may require such submission more frequently. During the Qualified Project Period, the Borrower is to submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Project, to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

(h) For the Qualified Project Period, all tenant leases or rental agreements shall be subordinate to the Regulatory Agreement and the Mortgage. All leases pertaining to Low Income Units and Very Low Income Units shall contain clauses, among others, wherein each tenant who occupies a Low Income Unit or a Very Low Income Unit: (i) certifies the accuracy of the statements made by such tenant in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Borrower, the Trustee, the Issuer or the Administrator on behalf of the Issuer, and that the failure to provide accurate information in the Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Borrower has relied on the statements made by such tenant in the Income Certification and supporting information supplied by the Low Income Tenant or Very Low Income Tenant in determining qualification for occupancy of a Low Income Unit or Very Low Income Unit, as applicable, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c) and that if upon any such certification the aggregate Gross Income of tenants in such unit exceeds the applicable income limit under paragraph (b) above, the unit occupied by such tenant may cease to qualify as a Low Income Unit or Very Low Income Unit, as applicable, and such unit's rent may be subject to increase.

For purposes of this section, no unit occupied by a residential manager is to be treated as a rental unit during the time of such occupation.

**Transfer of the Project**

The following summarized transfer restrictions only appear in the Regulatory Agreement with respect to the Project. For the Qualified Project Period, the Borrower is not to Transfer the Project, in whole or in part, without the prior written consent of the Issuer, which consent shall not be unreasonably withheld or delayed if the following conditions are satisfied: (A) the receipt by the Issuer of evidence acceptable to the Issuer that (1) the Borrower is not in default under the Regulatory Agreement or the Loan Agreement, if in effect (which may be evidenced by a Certificate of continuing program compliance), or the transferee undertakes to cure any defaults of the Borrower to the reasonable satisfaction of the Issuer; (2) the continued operation of the Project will comply with the provisions of the Regulatory Agreement; (3) either (a) the transferee or its Manager has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects, or (b) the transferee agrees to retain a Manager with the experience and record described in paragraph (a) above, or (c) the transferring Borrower or its management company will continue to manage the Project, or another management company reasonably acceptable to the Issuer will manage, for at least one year following such Transfer and, if applicable, during such period the transferring Borrower or its management company will provide training to the transferee and its manager in the responsibilities relating to the Low Income Units and the Very Low Income Units; and (4) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of any document reasonably requested by the Issuer with respect to the assumption of the Borrower's obligations under the Regulatory Agreement and the Loan Agreement (if then in effect), including without limitation an instrument of assumption thereof and of the Regulatory Agreement, and delivery to the Issuer of an opinion of such transferee's counsel to the effect that each such document and the Regulatory Agreement are valid, binding and enforceable obligations of such transferee, subject to bankruptcy and other standard limitations affecting creditor's rights; (C) receipt by the Issuer and the Trustee of an opinion of Bond Counsel to the effect that any such Transfer will not adversely affect the Tax-Exempt status of interest on the Bonds; and (D) receipt by the Issuer of all fees and/or expenses then currently due and payable to the Issuer by the Borrower.

The foregoing notwithstanding, the Project may be transferred pursuant to a foreclosure, exercise of power of sale or deed in lieu of foreclosure or comparable conversion without the consent of the Issuer or compliance with the foregoing provisions.

For the Qualified Project Period, except upon receipt by the Issuer of an opinion of Bond Counsel to the effect that any such action will not, in and of itself, adversely affect the tax exempt status of Bonds, the Borrower shall not: (1) encumber the Project or grant commercial leases of any part thereof, or permit the conveyance, transfer or encumbrance of any part of the Project, except for the Mortgage and Permitted Encumbrances, as defined in the Mortgage, and except for a Transfer in accordance with the terms of the Regulatory Agreement, in each case upon receipt by the Issuer and the Trustee of an opinion of Bond Counsel to the effect that such action will not adversely affect the tax-exempt status of interest on the Bonds (provided that such opinion will not be required with respect to any encumbrance, lease or transfer relating to a commercial operation or ancillary facility that will be available for tenant use and is customary to the operation of multifamily housing developments similar to the Project); (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is demolished or removed is replaced with comparable property or such demolition or removal is otherwise permitted by the Loan Agreement or the Mortgage; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

The Land Use Restriction Agreement also provides that the Project may not be voluntarily transferred by the Borrower prior to the expiration of the Qualified Project Period unless prior to or simultaneously with such transfer the transferee enters into an agreement, in form acceptable to the Issuer, assuming all obligations of the Borrower under the Land Use Restriction Agreement.

**Term**

The Regulatory Agreement will become effective upon its execution and delivery, and will remain in full force and effect for the period provided in the Regulatory Agreement and will terminate as to any provision not otherwise provided with a specific termination date and shall terminate in its entirety at the end of the Qualified Project Period, it being expressly agreed and understood that the provisions of the Regulatory Agreement are intended to survive the retirement of the Bonds and discharge of the Indenture and the Loan Agreement.

The terms of the Regulatory Agreement to the contrary notwithstanding, the requirements of the Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of the Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date, which prevents the Issuer and the Trustee from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Bonds are retired or amounts received as a consequence of such event are used to provide a project that meets the requirements of the Regulatory Agreement; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained in the Regulatory Agreement are to be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Borrower agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure or similar event, neither the Borrower nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes. Notwithstanding any other provision of the Regulatory Agreement, it may be terminated upon agreement by the Issuer, the Trustee and the Borrower upon receipt by the Issuer and the Trustee of an opinion of Bond Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. Upon the termination of the terms of the Regulatory Agreement, the parties thereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms of the Regulatory Agreement; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of the Regulatory Agreement in accordance with its terms.

**Default; Enforcement**

If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Issuer or the Trustee to the Borrower, then the Issuer or the Trustee shall declare an "Event of Default" to have occurred under the Regulatory Agreement; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default under the Regulatory Agreement so long as (i) the Borrower institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) in the opinion of Bond Counsel, the failure to cure said default within 60 days will not adversely affect the tax-exempt status of interest on the Bonds. The Issuer and the Trustee will have the right to enforce the obligations of the Borrower under the Regulatory Agreement within shorter periods of time than are otherwise provided in the Regulatory Agreement if necessary to insure compliance with the Code.

Following the declaration of an Event of Default under the Regulatory Agreement, the Issuer or the Trustee, at the written direction of Issuer, subject to the terms of the Indenture, may take any one or more of the following steps, in addition to all other remedies provided by law or equity:

i. by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Borrower to perform its obligations and covenants under the Regulatory Agreement or enjoin any acts or things that may be unlawful or in violation of the rights of the Issuer or the Trustee under the Regulatory Agreement;

ii. have access to and inspect, examine and make copies of all of the books and records of the Borrower pertaining to the Project;

iii. take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Borrower under the Regulatory Agreement; and

iv. declare a default under the Loan Agreement, as applicable, and proceed with any remedies provided therein.

The Borrower agrees in the Regulatory Agreement that specific enforcement of the Borrower's agreements contained in the Regulatory Agreement is the only means by which the Issuer may fully obtain the benefits of the Regulatory Agreement made by the Borrower therein, and the Borrower therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Borrower under the Regulatory Agreement.

The Trustee will have the right, without the consent or approval of the Issuer, to exercise any or all of the rights or remedies of the Issuer under the Regulatory Agreement; provided that prior to taking any such action the Trustee is to give the Issuer written notice of its intended action. After the Indenture has been discharged, the Issuer may act on its own behalf to declare an "Event of Default" to have occurred and to take any one or more of the steps specified above to the same extent and with the same effect as if taken by the Trustee.

## CONTINUING DISCLOSURE

The Borrower has undertaken responsibility for any continuing disclosure to Bondholders as described below, and the Issuer will have no liability to the Holders of the Bonds or any other person with respect to such disclosures.

The Borrower is entering into a Continuing Disclosure Agreement, dated as of July 14, 2020 (the "Continuing Disclosure Agreement"), with Trustee, as the Dissemination Agent, obligating the Borrower to send, or cause to be sent, certain financial information and operating data with respect to the Project, annually, within 150 days after the end of the fiscal year commencing with the fiscal year ending in 2020, and to provide notice, or cause notice to be provided, to the Municipal Securities Rulemaking Board of certain enumerated events for the benefit of the Beneficial Owners and Holders of any of the Bonds, in order to allow the Underwriter to meet the requirements of Section (b)(5)(i) of Securities Exchange Commission Rule 15c2-12 (the "Rule"). The Issuer has no obligation to provide any updated information related to itself or the Project pursuant to the Continuing Disclosure Agreement or otherwise. The proposed form of the Continuing Disclosure Agreement is attached as Appendix E hereto.

The Borrower has not previously been subject to any continuing disclosure undertakings under the Rule, and therefore the Borrower has not failed to comply with any undertaking under the Rule during the five-year period preceding the date of this Limited Offering Memorandum. A failure by the Borrower to comply with the provisions of the Continuing Disclosure Agreement will not constitute a default under the Indenture or the Loan Agreement (although Bondholders will have any available remedy at law or in equity for obtaining necessary disclosures). Nevertheless, such a failure to comply is required to be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds.

## UNDERWRITING

The Bonds are being purchased by Colliers Securities LLC (the "Underwriter") at the prices listed on the inside cover page hereof. As consideration for its underwriting of the Bonds, the Underwriter will be paid an aggregate fee equal to $115,250.00.

The Underwriter has committed to purchase all of the Bonds if any of such Bonds are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel, and certain other information, and to use its best efforts to sell the Bonds. The Bonds are being offered for sale at the price set forth on the inside cover page of this Limited Offering Memorandum, which price may be lowered by the Underwriter from time to time without notice. The Bonds may be offered and sold to dealers, including the Underwriter and dealers acquiring Bonds for their own account or any account managed by them, at prices lower than the public offering prices. In the Bond Purchase Agreement, the Borrower has agreed to indemnify the Issuer and the Underwriter with respect to information in this Limited Offering Memorandum relating to the Borrower, the Project, and the private participants.

## LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to the approving opinion Kutak Rock LLP, Omaha, Nebraska, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix D hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Limited Offering Memorandum. Certain legal matters will be passed upon for the Borrower by Reinhart Boerner Van Deuren s.c., Milwaukee, Wisconsin, for the Underwriter by Quarles & Brady LLP, Milwaukee, Wisconsin, and for the Issuer by its General Counsel, Matt Fortney, Esq. Fees paid to certain of such counsel are contingent on the sale and delivery of the Bonds.

## TAX MATTERS

In the opinion of Kutak Rock LLP, Bond Counsel with respect to the Bonds, based upon an analysis of existing laws, regulations, rulings and court decisions and assuming the accuracy of certain representations and continuing compliance with certain restrictions, conditions, requirements, covenants and agreements which are intended to ensure compliance with Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable provisions of Section 141 through 150 of the Code, and subject to the exceptions described herein, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code, except that interest on any Bond is not excludable from gross income for any period during which such Bond is held by a "substantial user" (as defined in Section 147(a) of the Code) of the facilities financed by the Bonds or a "related person" (as defined in Section 147(a) of the Code) of such substantial user. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax provisions of the Code applicable to individuals. A copy of the proposed form of opinion of Bond Counsel is set forth in Appendix D hereto.

The opinion of Bond Counsel relies upon representations made by the Issuer and other persons with respect to the use and investment of proceeds of the Bonds, the use of the Project financed with the Bonds, and other matters. The factual representations made by the Issuer are in part based on representations made by the Borrower at various times and in part on their monitoring of the Project.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. These restrictions, conditions and requirements include, but are not limited to, "set aside" occupancy requirements for low and moderate income tenants with respect to the project financed or refinanced with the Bonds, as further described below. The Issuer has made certain representations and covenanted to comply with certain restrictions designed to ensure that interest on the Bonds will not be included in federal gross income. The Borrower has made, or will make, certain representations and covenants designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Further, no assurance can be given that pending or future legislation or amendments to the Code will not adversely affect the value of, or the tax status of interest on, the Bonds. The Issuer is not obligated to redeem or increase the interest rate on the Bonds if interest on such Bonds becomes includable in federal gross income.

The Code provides that interest on certain "qualified private activity bonds" may be excludable from gross income for federal income tax purposes. The Bonds are issued as "qualified exempt facility bonds" for qualified residential rental projects within the meaning of Section 142(d) of the Code.

In order to meet the requirements for "exempt facility bonds" all of the proceeds of the Bonds, subject to certain de minimis exceptions, must provide residential rental projects meeting certain "set aside" requirements. In general, either (i) at least 20% of the residential units in each project must be occupied by individuals whose income is 50% or less of the area median gross income, or, in the alternative (ii) at least 40% of the residential units in the project must be occupied by individuals whose income is 60% or less of the area median gross income (the "Occupancy Restrictions"). An election to apply either the 20% set aside or the 40% set aside must be made by the Issuer prior to the issuance of the Bonds and, in the case of refunding bonds, prior to the issuance of the refunded bonds. All residential units in a project must remain rented or available for rental (*i.e.*, not converted to condominium or other form of occupancy by the owner thereof for the "Occupancy Restrictions Period" (hereinafter defined)). The Code requires that the income of individuals and area median gross income must be determined by the Secretary of the Treasury in a manner consistent with determinations of lower-income families and area median gross income under Section 8 of the United States Housing Act of 1937, as amended. These income determinations are required to include adjustments for family size. The Occupancy Restrictions Period applicable to the project commences on the Closing Date and ends on the latest of (i) 15 years following the date on which the project achieves occupancy of 50% of the residential units of the project, (ii) the date of redemption or retirement of all of the Bonds allocable to the project, and (iii) the date of termination of any Section 8 assistance under the United States Housing Act of 1937, as amended.

The applicable Treasury regulations further provide that the exemption from federal income taxes of interest on the Bonds is subject to (i) continuing compliance with certain provisions thereof, including the Occupancy Restrictions, and (ii) the correction on a timely basis (not less than 60 days after noncompliance is or should have been discovered) of any noncompliance arising from events occurring after the issuance of the Bonds, except in the case of an involuntary loss or certain unforeseen events such as foreclosure or condemnation, in which case the proceeds of foreclosure, insurance or condemnation awards are required to be used either to retire any such Bonds outstanding relating to the Project or to restore the Project or provide another project that meets the requirements of Sections 103 and 142(d) of the Code, as applicable. Failure of the Borrower to comply with covenants relating to use of the Project may result in interest payable with respect to the Bonds being included in federal gross income, possibly from the date of the original issuance of the Bonds.

The Issuer, as a condition of financing the Project from Bond proceeds, has required or will require the Borrower to enter into a Land Use Restriction Agreement (the "Land Use Restriction Agreement") with respect to the Project in which the Borrower covenants, subject to certain limitations described below, to comply with the requirements of Section 142(d) of the Code. The requirements in the Land Use Restriction Agreement must be continuously met by the Project subsequent to the date of issue of the Bonds in order that interest on the Bonds be exempt from federal income taxation. In the Land Use Restriction Agreement, the Issuer and the Borrower each covenants that it will not knowingly take or permit any action to be taken which would adversely affect the exemption of interest on the Bonds from federal income taxation. The Borrower and the Issuer also agree to take any lawful actions, including amendment of the Land Use Restriction Agreement, as are necessary in the opinion of nationally recognized bond counsel, to comply fully with all applicable requirements affecting the federal tax exemption of interest on the Bonds under Sections 103 and 142(d) of the Code. Subject to the foregoing, the Land Use Restriction Agreement obligates the Borrower and its successors to operate the project as a "qualified residential rental project," as defined in Section 142(d) of the Code.

If the Issuer becomes aware of a violation by the Borrower of any of the provisions of the Land Use Restriction Agreement, it shall give immediate written notice thereof to the Borrower directing the Borrower to remedy the violation within a reasonable specified period of time. If the violation has not been fully remedied by the Borrower to the satisfaction of the Issuer within the specified period of time, the Issuer may sue for specific performance of the Land Use Restriction Agreement, for an injunction against any such violation of the provisions of the Land Use Restriction Agreement, to recover monetary damages or pursue any other remedies available at law or in equity. The availability of equitable remedies such as specific performance or an injunction to enforce those covenants is generally subject to the discretion of the court and no assurances can be given that the Issuer would be able to obtain such relief after proving a breach by the mortgagor of any of the covenants contained in the Land Use Restriction Agreement.

In the Land Use Restriction Agreement, the Borrower agrees to meet the Occupancy Restrictions at all times during the period commencing on the Closing Date and ending on the latest of (a) the date that is fifteen years after the Closing Date, (b) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or (c) the date on which any assistance under Section 8 of the United States Housing Act of 1937, as amended, terminates (the "Occupancy Restrictions Period"). The Borrower is required to certify annually that the Project is in compliance with the targeting requirement. Failure to meet this requirement may cause interest on the Bonds to become taxable. A prospective low or moderate income tenant must certify that the tenant or tenant’s family qualifies as being of low or moderate income for purposes of Section 142(d) of the Code (the "Income Certification"). A material misrepresentation by such prospective tenant in the Income Certification will, under such tenant’s lease, be grounds for default and eviction; the enforcement of that provision may, however, be subject to limitations imposed now or in the future by laws designed to protect tenants’ rights. Increase of a tenant’s income above the low income level will not disqualify that tenant as a low income tenant until that tenant’s income exceeds 140% of the maximum income allowed for a low income tenant, and such excessive income above the 140% level will not disqualify the Project as a qualified residential rental project, provided that the next vacancy of a comparable or smaller unit in the same building is occupied by a low income tenant.

The Land Use Restriction Agreement provides that the covenants, representations and restrictions therein shall terminate in the event of an involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed-in-lieu of foreclosure, change in a federal law or an action of a federal agency after issuance of the Bonds which prevents the Issuer from enforcing the Land Use Restriction Agreement or condemnation or similar event relating to the Project, but only if within a reasonable period either the Bonds allocable to the Project that is the subject of involuntary noncompliance are retired or amounts received as a consequence of such event are used to provide a project which meets the requirements of Section 142(d) of the Code and applicable regulations thereunder; provided that the covenants, representations and restrictions shall again become effective if, subsequent to any such foreclosure or transfer by deed-in-lieu of foreclosure or similar event, the Borrower or any "related person" (as such term is used in Section 147(a)(2)(A) and (B) of the Code and regulations thereunder) acquires an ownership interest in the Project at any time during the remainder of the related Occupancy Restriction Period.

The Code imposes other requirements that are conditions to exclusion from gross income of interest on the Bonds for federal income tax purposes. These requirements include, but are not limited to, the requirement that at least 95% of the net proceeds of the Bonds be used to provide a qualified residential rental project, limitations on the yield of investments allocable to the Bonds, rebate of investment arbitrage to the U.S. Government, and limitations on the amount of Bonds proceeds that may be used to pay the costs of issuing the Bonds.

Certain requirements and procedures contained or referred to in the Resolution, the Indenture, the Loan Agreement, the Regulatory Agreement, the Tax Certificate, and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to any Bonds or the interest thereon if any such change occurs or action is taken or omitted.

Although Bond Counsel is of the opinion that as of the date of issuance of the Bonds interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Bondholder's federal tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Bondholder or the Bondholder's other items of income or deduction. In particular, purchasers of the Bonds who are corporations (including S corporations and United States branches of foreign corporations), property and casualty insurance companies, banks, thrifts or other financial institutions, or recipients of Social Security or Railroad Retirement benefits are advised to consult their tax advisors as to the tax consequences of purchasing or holding the Bonds. Bond Counsel expresses no opinion regarding any such other tax consequences.

No assurance can be given that future legislation or clarification of the Code, if enacted into law, will not cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent Bondholders from realizing the full current benefit of the tax status of such interest. No assurance can be given that the introduction or enactment of any such future legislation or clarification of the Code will not affect the market price for or marketability of the Bonds. Prospective purchasers of such Bonds should consult their own tax advisers regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion. Further, no assurance can be given that any action of the Internal Revenue Service, including but not limited to selection of the Bonds for examination, or the course or result of any IRS examination of the Bonds, or bonds which present similar tax issues, will not affect the market price for or marketability of the Bonds.

The opinion of Bond Counsel is based on current legal authority and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the IRS or the courts and is not a guarantee of result. In recent years, the IRS has implemented an active program to examine tax-exempt bond issues for compliance with federal income tax requirements including examinations of qualified exempt facility bonds for residential rental projects. Under current procedures, parties other than the Issuer, including the Bondholders, will have little if any right to participate in the IRS examination process. Moreover, because achieving judicial review in connection with an examination of tax-exempt bonds may be difficult, obtaining an independent review of IRS positions with which the Issuer legitimately disagrees may not be practical. If such a situation arises, the Issuer or the Bondholders may incur significant expense, loss of market value to the Bondholders, or both.

In the opinion of Bond Counsel, interest on the Bonds is exempt from State of Wisconsin income taxes pursuant to Sections 71.05(1)(c)(1m) and 71.26(1m)(em) of the Wisconsin Statutes. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel will express no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

***Original Issue Discount.*** Certain of the Bonds are being sold at original issuance at prices that are less than the par amount of such Bonds (collectively, the "Discount Bonds"). The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest that is excluded from gross income for federal income tax purposes, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond is added to the cost basis of the owner thereof in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers that purchase Discount Bonds for a price that is higher or lower than the "adjusted issue price" of such Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

***Market Discount.*** An investor that acquires a Bond for a price less than the adjusted issue price of such bond may be subject to the market discount rules of Sections 1276 through 1278 of the Code. Under these sections and the principles applied by the Regulations, "market discount" means (a) in the case of a Bond originally issued at a discount, the amount by which the issue price of such bond, increased by all accrued original issue discount (as if held since the issue date), exceeds the initial tax basis of the owner therein, less any prior payments that did not constitute payments of qualified stated interest, and (b) in the case of a Bond not originally issued at a discount, the amount by which the stated redemption price of such bond at maturity exceeds the initial tax basis of the owner therein. Under Section 1276 of the Code, the owner of such a Bond will generally be required (i) to allocate each principal payment to accrued market discount not previously included in income and, upon sale or other disposition of the bond, to recognize the gain on such sale or disposition as ordinary income to the extent of such cumulative amount of accrued market discount as of the date of sale or other disposition of such a bond or (ii) to elect to include such market discount in income currently as it accrues on all market discount instruments acquired by such owner on or after the first day of the taxable year to which such election applies.

The Code authorizes the Treasury Department to issue regulations providing for the method for accruing market discount on debt instruments the principal of which is payable in more than one installment. Until such time as regulations are issued by the Treasury Department, certain rules described in the legislative history will apply. Under those rules, market discount will be included in income either (a) on a constant interest basis or (b) in proportion to the accrual of stated interest or, in the case of a Bond with original issue discount, in proportion to the accrual of original issue discount.

An owner of a Bond that acquired such bond at a market discount also may be required to defer, until the maturity date of such bond or its earlier disposition in a taxable transaction, the deduction of a portion of the amount of interest that the owner paid or accrued during the taxable year on indebtedness incurred or maintained to purchase or carry such bond in excess of the aggregate amount of interest (including original issue discount) includable in such owner's gross income for the taxable year with respect to such bond. The amount of such net interest expense deferred in a taxable year may not exceed the amount of market discount accrued on the Bond for the days during the taxable year on which the owner held such bond and, in general, would be deductible when such market discount is includable in income. The amount of any remaining deferred deduction is to be taken into account in the taxable year in which the Bond matures or is disposed of in a taxable transaction. In the case of a disposition in which gain or loss is not recognized in whole or in part, any remaining deferred deduction will be allowed to the extent gain is recognized on the disposition. This deferral rule does not apply if the owner elects to include such market discount in income currently as it accrues on all market discount obligations acquired by such owner in that taxable year or thereafter.

Attention is called to the fact that Regulations implementing the market discount rules have not yet been issued. Therefore, investors should consult their own tax advisors regarding the application of these rules as well as the advisability of making any of the elections with respect thereto.

***Premium.*** Certain of the Bonds may be sold at initial public offering or in the secondary market at prices in excess of the principal amount thereof (the "Premium Bonds"). Under the Code, the difference between the principal amount of Premium Bonds and the cost basis of such Premium Bonds to an owner (other than an owner who holds the Premium Bonds as inventory, stock in trade or for sale to customers in the ordinary course of business) is "bond premium." The owner of Premium Bonds must amortize any bond premium in accordance with Section 171 of the Code. Owners of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of such Premium Bonds and with respect to the state and local consequences of owning and disposing of Premium Bonds.

**The above discussion under the heading "TAX MATTERS" is only a brief summary of the effects of the Code, and each prospective purchaser of the Bonds should consult with his or her own tax advisor regarding the federal, state and local tax consequences of owning such bonds.**

## ABSENCE OF LITIGATION

**The Issuer**

It is a condition to the Underwriter's acceptance of the Bonds that on the date of issuance of the Bonds, an authorized officer of the Issuer execute a certificate to the effect that, to the knowledge of the Issuer, there is no litigation pending seeking to restrain or enjoin the issuance or delivery of the Bonds, questioning or affecting the legality of the Bonds or the proceedings and authority under which the Bonds are to be issued, or questioning the right of the Issuer to enter into the Indenture or the Loan Agreement, and to assign its rights under the Loan Agreement or to issue the Bonds.

**The Borrower**

It is a condition to Underwriter's acceptance of the Bonds that on the date of issuance of the Bonds, an authorized officer of the Borrower execute a certificate to the effect that there is no litigation pending that in any manner questions the right of the Borrower to enter into the Borrower's Documents or to own and operate the Project in accordance with the provisions of the Loan Agreement.

## OTHER MATTERS

All quotations from, and summaries and explanations of, the Indenture, the Loan Agreement, the Regulatory Agreement, the Land Use Restriction Agreement, the Mortgage and other documents referred to herein do not purport to be complete, and reference is made to said documents for full and complete statements of their provisions. All references herein to the Bonds are qualified by the definitive forms thereof and the information with respect thereto contained in the Indenture and Loan Agreement. This Limited Offering Memorandum is not to be construed as constituting an agreement with purchasers of the Bonds. The cover page and the Appendices attached hereto are part of this Limited Offering Memorandum.

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Borrower.

**CB MEADOW VILLAGE RENOVATION, LLC**,
a Wisconsin limited liability company

By: CB Meadow Village MM, LLC, a Wisconsin limited liability company, its Managing Member

By: CommonBond Communities, a Minnesota nonprofit corporation, as Sole Member

By: /s/ Cecile Bedor
Cecile Bedor, Executive Vice President of Real Estate

## APPENDIX A

## THE BORROWER AND THE PROJECT

### The Borrower and the Operating Agreement

The Borrower is CB Meadow Village Renovation, LLC, a Wisconsin limited liability company, formed for the sole purpose of acquiring, constructing operating and/or owning the Project. Upon the issuance of the Bonds, CB Meadow Village MM, LLC a Wisconsin limited liability company (the "Managing Member") is expected to own a 0.01% membership interest in the Borrower. The sole member and managing member of the Managing Member is CommonBond Communities, a Minnesota nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Borrower has an investor member, NHT Equity, LLC, an Ohio limited liability company and an entity affiliated with National Affordable Housing Trust (the "Investor Member").

Pursuant to the Amended and Restated Operating Agreement, dated as of July 1, 2020 (the "Operating Agreement"), the Investor Member will have a 99.99% ownership interest in the Borrower, which is intended to allow the Investor Member to acquire an equivalent percentage of the low-income housing tax credits (the "Tax Credits") available to the Borrower. The Investor Member will be providing approximately $8,278,521 of capital to fund the construction and development of the Project.

The Borrower has not acquired and does not intend to acquire any substantial assets or engage in any substantial business activities other than those related to the Project and has no historical earnings. Accordingly, it is expected that the Borrower will not have any sources of funds to make payments on the Loan, other than revenues generated by the Project. However, affiliates of the Borrower may engage in the acquisition, development, ownership and management of other similar types of projects that may be competitive with the Project.

### Limited Recourse to Borrower and Borrower's Members

The Borrower, the members of the Borrower, its respective officers, directors and members (including specifically the Managing Member) and their heirs, personal representatives, successors, transferees assigns, as the case may be, and the Managing Member, and its officers, directors and employees will not be subject to any deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to the Loan Agreement, any agreement pertaining to the Project or any other agreement securing the Borrower's obligation under the Loan Agreement) in any action or proceeding arising out of the Loan Agreement and the Indenture or ay agreement securing the obligations of the Borrower under the Loan Agreement, or any judgment, order or decree rendered pursuant to such action or proceeding. Furthermore, no representation is made that the Borrower will have substantial funds available for the Project. Accordingly, neither the Borrower’s financial statements nor those of its members are included in this Limited Offering Memorandum other than the forecasted financial statements (see "Financial Forecast" below).

### Investor Member's Tax Credit Equity

The equity funding of the Tax Credits by the Investor Member is expected to total approximately $8,278,521, paid in stages during and after construction of the Project. These funding levels and the timing of the funding are subject to numerous adjustments and conditions which could result in the amounts funded and/or the timing or even the occurrence of the funding varying significantly from the projections set forth above and neither the Issuer, the Underwriter nor the Borrower makes any representation as to the availability of such funds.

**General Description of the Project**

The Project, to be known as Meadow Village Apartments, is a multifamily rental housing facility located at 1400 North 17th Street, Milwaukee, Wisconsin (the "Project"). The Project contains 90 units in 16 two-story residential buildings (and an additional maintenance building) on 7.421 acres of land. Three and four bedroom units have two level townhouse floor plans, and all units have private basements. The Project was originally constructed in 1978. The site includes 93 surface parking spaces.

Each unit has a kitchen equipped with a stove and refrigerator. Electricity and gas is individually metered and paid by the tenants. Water, sewer and trash utilities will be paid by the Borrower.

The following table presents information on the current unit mix of the Project, including the rental rates that will be initially effective under the HAP Contract.

| Number of Units | Type | Approximate Average Area Square Footage per Unit | Rental Rates |
|---|---|---|---|
| 1 | 1 Bedroom | 700 | $770 |
| 69 | 3 Bedroom | 1,002 | $1,040 |
| 20 | 4 Bedroom | 1,400 | $1,140 |

The following table presents information on the unit mix of the Project expected after completion of the improvements to the Project (see "Construction of Improvements and Operation of the Project" below).

| Number of Units | Type | Approximate Average Area Square Footage per Unit | Rental Rates |
|---|---|---|---|
| 1 | 1 Bedroom | 700 | $870 |
| 65 | 3 Bedroom | 1,002 | $1,155 |
| 23 | 4 Bedroom | 1,400 | $1,255 |
| 1 | 5 Bedroom | 1,700 | $1,365 |

Pursuant to the HAP Contract, the initial rental rates will remain in effect until HUD has accepted the completion of the improvements to the Project. Pursuant to the HAP Contract, notification of the completion of the improvements will be provided by the Borrower to HUD by submitting a certificate of occupancy and any other local approvals necessary for occupancy and a certification by the Borrower or the Borrower's architect that there are no defects or deficiencies in the improvements except for ordinary punch list items and/or items of delayed completion that are minor in nature or that are incomplete because of weather conditions and that do not preclude or materially affect occupancy. HUD will have the right to accept the improvements, reject the improvements, or to determine corrective actions to be taken if it determines defects or deficiencies exist.

The following table presents information on the average historical occupancy rates for the Project.

| Year Ended December 31 | Average Occupancy |
|---|---|
| 2017 | 99.5% |
| 2018 | 98.0% |
| 2019 | 97.0% |

**Financial Forecast**

The forecasted financial statements prepared by the Borrower, attached hereto as Appendix B, are based upon assumptions made by the Borrower and have not been independently verified by any other party. There usually will be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. The Borrower does not intend to issue additional forecasts, and accordingly there are risks inherent in using the financial forecast in the future as it becomes outdated. The financial forecast is only for the years ending June 30, 2021 through June 30, 2025 and does not cover the entire period during which the Bonds may be outstanding.

*No guarantee can be made that the financial forecast will correspond with the results actually achieved in the future because there is no assurance that actual events will correspond with the assumptions made by the Borrower. For example, the financial forecast makes certain assumptions as to demand for units and anticipated rate, rent and expense increases during the forecast period. Inevitably, the Borrower's actual future operations and financial condition will differ from those projected, and actual future events and conditions will differ from those assumed by the Borrower. Such differences may be material and adverse. Actual operating results may be affected by many factors, including, but not limited to, increased costs, lower than anticipated revenues (as a result of insufficient occupancy, low rates and rents, rent concessions or otherwise), taxes, changes in demographic trends, changes in the assisted living and senior housing industries and local and general economic conditions. The financial forecast also assumes timely receipt by the Trustee of the Housing Assistance Payments. The financial forecast should be read in its entirety. See "BONDHOLDER'S RISKS" herein.*

**Environmental Site Assessments**

A number of environmental conditions have been identified at the site of the Project. If certain steps are taken, the Borrower believes that potential risks to human health and the environment should be adequately addressed.

A Phase I Environmental Site Assessment was conducted by The Javelin Group, Inc., Eden Prairie, Minnesota ("Javelin"), pursuant to which Javelin prepared a report dated November 12, 2019 (the "2019 Phase I Report"). The 2019 Phase I Report identified recognized environmental conditions ("RECs") related to the presence of polynuclear aromatic hydrocarbons ("PAHs") and lead in site-wide fill at the site, and potential for vapor intrusion into site buildings due to the presence of volatile organic compounds ("VOCs") in soil and groundwater at the north end of the site and in groundwater at other locations of the site. The 2019 Phase I Report also identified a controlled recognized environmental conditions ("CREC") with respect to the site related to the north-adjoining property (the "Adjoining Property") due to a spill/release of petroleum products and solvents at the Adjoining Property. The 2019 Phase I Report recommends (1) continuing to support the ongoing investigation into soil impacts to obtain a case closure letter from the Wisconsin Department of Natural Resources ("DNR"), it is likely that continuing obligations to maintain a soil/grass cover over unpaved areas and asphalt paving/buildings as caps/barriers would be required; (2) conducting a vapor intrusion assessment, including the collection of sub-slab soil vapor samples from the townhome buildings near the north property boundary, and a representative sample of townhome buildings in the central and southern portions of the property to determine whether a vapor intrusion risk to building occupants is present; (3) that the Borrower should submit a request for off-site liability exemption in accordance with the requirements of Section 292.13, Wisconsin Statutes, for the identified chlorinated volatile organic compounds ("CVOCs") in soil and groundwater associated with the Adjoining Property; (4) that additional investigation and/or regulatory oversight will be required to include future disturbance of the soil/grass cover over unpaved areas or disturbance of paved asphalt areas or building additions or excavation activities; the DNR should be contacted for regulatory requirements for commencement of such activities; (5) conducting follow-up radon testing in accordance with HUD requirements for units identified with elevated radon concentrations greater than United States Environmental Protection Agency ("EPA") action limits; and site buildings identified as having asbestos-containing building materials should be abated by a licensed asbestos abatement contractor prior to disturbance by future renovation and/or demolition activities.

More recently, Javelin prepared an updated Phase I Report, dated May 21, 2020 (the "Updated Phase I Report"). The 2019 Phase I Report recommended a vapor intrusion assessment at various buildings on the site. Javelin subsequently conducted a first round of such sampling, and while VOCs were detected in a number of the soil vapor samples, none of the samples exceeded the residential vapor intrusion standards. Based on these results and the DNR's approval of the remedial action plan to address soil impacts at the site (discussed below), the Updated Phase I Report no longer identifies any RECs at the site. Rather, the issues that were identified as RECs in the 2019 Phase I Report are now characterized as CRECs. The conclusions and recommendations in the Updated Phase I report are the same as in the 2019 Phase I Report.

Remedial Action Plan

As a result of these findings, the Borrower has taken actions recommended in the Phase I Report through additional testing and development of a remedial action plan. Nova Group, GBC, Chaska, Minnesota ("Nova") prepared a Limited Site Investigation and Remedial Action Options Report dated December 18, 2019 (as further supplemented from time-to-time, the "Remedial Action Plan"). The Remedial Action Plan involves using current site buildings, pavements and grass areas as a barrier cap to prevent direct contact exposure to the contaminated soil fill and precipitation infiltration to minimize soil to groundwater migration of the contamination. In addition, there will be certain additional soil covers and landscape barriers installed in certain areas of the site. Nova submitted the Remedial Action Plan to the DNR.

In an April 2, 2020, the DNR stated that it considers the site investigation to be complete and no further investigation in necessary. However, a vapor investigation is required beneath buildings on the north side of the site to determine if vapors have migrated into the buildings from the Adjacent Property, which additional investigation is the responsibility of the owner of the Adjacent Property (see "Adjacent Property Liability Exemption" below). Further, the DNR approved the Remedial Action Plan. If the steps outlined in the Remedial Action Plan are taken per the Remedial Action Plan, the DNR will grant regulatory closure for these issues, which is expected to occur by spring 2021.

Adjacent Property Liability Exemption

Elevated levels of CVOCs have been identified in the soil and groundwater on the northern portion of the site. Those CVOCs have migrated from the Adjacent Property to the north. The DNR has determined that the owner of that adjacent property, the Redevelopment Authority of the City of

Milwaukee ("RACM"), is responsible to investigate and if necessary, remediate those CVOCs. Additionally, the prior owner of the Project obtained an off-site liability exemption letter from the DNR dated July 18, 2019. Pursuant to the off-site liability exemption letter, the prior owner of the Project was confirmed by the DNR to not have liability under Wisconsin's Spill Law to investigate or remediate the soil and groundwater contamination originating from the Adjacent Property. However, RACM, as the responsible party, must be allowed to enter the site to take action to respond to the discharge. This off-site liability exemption letter is not transferrable to the Borrower. However, the Borrower may be eligible for a similar exemption if it meets the requirements listed in Section 292.13, Wisconsin Statutes, which requirements the Borrower believes it meets. The Borrower expects to seek its own liability exemption letter from the DNR following closing of the Bonds.

The primary concern related to the CVOCs is the potential for them to enter into the residential townhomes at the Project via vapor intrusion, where they could potentially constitute a health risk to the residents. In April 2020, RACM submitted a work plan to the DNR outlining proposed soil vapor intrusion testing at one of the townhome buildings. If DNR approves the work plan, the Borrower will allow RACM to conduct the testing. Additionally, Javelin conducted vapor intrusion testing at the site, pursuant to which Javelin produced a report dated February 12, 2020 (the "Vapor Report"). The Vapor Report states that the assessment did not detect VOCs in soil vapor samples at concentrations exceeding their respective residential vapor risk screening levels. The report concludes that based on these initial tests, the potential for vapor intrusion into the site buildings appears low. The report also states that in order to properly evaluate vapor intrusion risks, additional sampling may be needed to include all of the site buildings if required by the DNR, and two additional sampling rounds should be conducted, including one additional winter season event and an additional summer season (non-heating) event, to confirm that there is no vapor intrusion health risks to building occupants. The DNR has since clarified that additional vapor testing is not required except for the vapor testing to be performed by the Adjacent Property owner.

Other Matters

In accordance with HUD requirements, limited testing for potential asbestos at the property was conducted of the Project. Certain asbestos-containing materials ("ACMs") were identified at the site. The Phase I Report recommends that if there is future renovation or demolition activities of site buildings, the identified ACMs should be abated by a licensed asbestos abatement contractor. The Borrower represents that it will follow such recommendations if necessary.

Finally, in accordance with HUD requirements, radon testing has been conducted at the Project by Javelin, pursuant to which Javelin issued a report dated February 25, 2020 (the "Radon Report"). The Radon Report identifies seven residential units within various townhome buildings which after two rounds of testing have identified a radon average of greater than the EPA action levels. The Radon Report identifies the steps that should be taken for these seven units, including corrections to the buildings -- e.g., installation of radon mitigation systems to vent the radon vapors to the outdoors -- and additional testing of those residential units until it is shown that radon concentrations have been mitigated below the EPA action level. The Radon Report also sets forth future periodic radon testing requirements for all of the buildings. The Borrower will install radon mitigation systems in the seven residential units in which above average radon testing results occurred as a part of the rehabilitation scope on the property and re-test those units after installation to ensure the results are below the EPA action level. Periodic radon testing will occur in the future in accordance with the Radon Report.

**Market Study**

Market Consulting Services, LLC, Grafton, Wisconsin ("MCS") prepared a Market Study (the "Market Study") in connection with the Project, dated December 27, 2018. The Market Study states in its conclusions that MCS found that the data and MCS's analyses demonstrate strong support for the Project in terms of local rental housing and demographic conditions and concludes that the Project will be accepted in its market area at acceptable occupancy rates.

Potential investors should read the Market Study in its entirety. The Market Study is attached hereto at Appendix F. No additional market studies or feasibility studies have been completed since the date of the Market Study. No guarantee can be made that the assumptions used by MCS in the Market Study would not have changed as of the date hereof, and there will inevitably be differences between projected and actual results.

**Construction of Improvements and Operation of the Project**

The Borrower will use a portion of the proceeds of the Bonds and equity funding from the Investor Member to construct improvements to the Project.

*Description of Improvements*. The Borrower expects to expend approximately $95,000 per unit on construction of improvements for the Project. The improvements are expected to include replacement of all windows, siding, cabinetry, flooring, doors, bathroom fixtures, and appliances, improved landscaping, roofing repairs, sidewalk and stoops replacements and improvements, parking lot patching, site lighting improvements, security system improvements, soil remediation and a new playground.

*Contractor and Construction Contract.* The general contractor for the construction of improvements to the Project is KVG Building Corporation, Milwaukee, Wisconsin (the "Contractor"). The Contractor has completed multiple multi-family rehabilitation projects in the Milwaukee during which the units were occupied during the project. The rehabilitation of the Project will be performed with a "hotel" model in which 10 vacant units will undergo rehabilitation first and then serve as "hotel" units into which residents will be moved for approximately four-to-six weeks and then moved back into their original units after the unit is fully remodeled. This approach to rehabilitation abides by local health officials' COVID-19 restrictions and minimizes resident exposure to contractors. All contractors on the site will wear appropriate personal protective equipment.

The Borrower and Contractor will enter into a contract utilizing AIA Document A102-2017 Standard Form of Agreement between the Borrower and the Contractor where the basis of payment is a Cost of the Work Plus a Fee with a Guaranteed Maximum Price and the General Conditions of the Contract for Construction AIA Document A201-2017, each as may be modified and mutually agreed upon by the parties ("Contractor Agreement"). The Contractor’s fee will be subject to a guaranteed maximum price of $8,512,664. Construction for the improvements is expected to begin in July 2020 and be completed approximately 12 months later. Retainage will be 5% of the completed contract work. The Contractor Agreement will be executed and payment and performance bonds equal to the total contract amount will be secured by the Contractor prior to start of work.

*Architect*. The architect for the improvements to the Project is Perspective Design, Inc., Wauwatosa, Wisconsin (the "Architect"). The Architect is a full service firm with design and construction experience in project types from small office and tenant improvements to large construction projects in the upper Midwest. The Borrower and Architect have entered into an agreement dated June 2, 2020 utilizing AIA Document B109-2010 – Standard Form of Agreement between the Owner and the Architect for Multi-Family Residential or Mixed Use Residential Project, as may be modified and mutually agreed upon by the parties ("Architect Agreement"). The total fee for Basic Services as defined in the Architect Agreement is a stipulated sum of $264,370, plus certain reimbursable expenses.

*Property Manager*. The Project will be professionally managed by CommonBond Housing (the "Manager"), a company which was formed in 1971. The Manager manages approximately 112 properties which include approximately 10,100 units, including income and rent restricted properties through LIHTC, Section 8, and public housing programs.

**The HAP Contract**

Prior to the closing of the Bonds, the Borrower expects to enter into a Housing Assistance Payments Renewal Contract for Mark-up-to-Market Project assigning the Section 8 Housing Assistance Payments Contract (the "HAP Contract"). The HAP Contract for the Project is expected to have a 20-year term. See "SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM" herein.

**Economic and Demographic Information**

This section provides certain information regarding the economic and demographic conditions of the area of the Project. The information is historic, and it is not possible to predict whether any past trends will continue in the future.

**Population**

The following tables sets forth population statistics for the City of Milwaukee and Milwaukee County.

| Year | City of Milwaukee | Percent Change | Milwaukee County | Percent Change |
|---|---|---|---|---|
| 1990 | 628,088 | -- | 959,275 | -- |
| 2000 | 596,974 | (4.95)% | 940,164 | (1.99)% |
| 2010 | 595,587 | (0.23) | 948,944 | 0.93 |
| 2011 | 597,884 | 0.39 | 952,532 | 0.38 |
| 2012 | 598,920 | 0.17 | 955,205 | 0.28 |
| 2013 | 599,168 | 0.04 | 956,023 | 0.09 |
| 2014 | 599,653 | 0.08 | 956,406 | 0.04 |
| 2015 | 600,154 | 0.08 | 957,735 | 0.14 |
| 2016 | 595,070 | (0.85) | 951,448 | (0.66) |
| 2017 | 595,365 | 0.05 | 952,085 | 0.07 |
| 2018 | 592,002 | (0.56) | 948,201 | (0.41) |

Source: U.S. Census Bureau, American Community Survey 1-Year Estimates, Census 2010, Census 2000, and 1990 Census.

The median age for the residents of the City of Milwaukee is 30.5 years and for residents of Milwaukee County is 33.5 years. (Source: U.S. Department of Commerce, Bureau of the Census, 2010 Census.)

**Housing Stock**

The following table sets forth housing unit information for the City of Milwaukee and Milwaukee County.

| | 2010 | 2018 | Percent Change |
|---|---|---|---|
| City of Milwaukee | 255,569 | 259,687 | 1.61% |
| Milwaukee County | 418,053 | 419,585 | 0.34% |

Source: U.S. Census Bureau, Census 2010, American Community Survey 1-Year Estimates (2018).

**Building Permit Activity**

The following table provides information regarding the number of residential building permits in the City of Milwaukee for the years indicated.

| Year | City of Milwaukee |
|---|---|
| 2014 | 37 |
| 2015 | 32 |
| 2016 | 40 |
| 2017 | 14 |
| 2018 | 50 |
| 2019* | 21 |

*Data through December, 2019.
Source: U.S. Census Bureau.

**Income**

The following table sets forth median household income for the City of Milwaukee and Milwaukee County.

| | City of Milwaukee | Milwaukee County |
|---|---|---|
| 2014 | $36,862 | $45,380 |
| 2015 | 39,782 | 48,449 |
| 2016 | 39,864 | 49,840 |
| 2017 | 40,053 | 48,744 |
| 2018 | 42,087 | 49,636 |

Source: U.S. Census Bureau, American Community Survey 1-Year Estimates.

**Unemployment**

The following table sets forth information related to unemployment.

**Table B1-6:**
**Unemployment**

| | 2015 | 2016 | 2017 | 2018 | 2019[1] | Feb. 2020[1] |
|---|---|---|---|---|---|---|
| City of Milwaukee | 6.6% | 5.6% | 4.5% | 4.0% | 4.5% | 4.7% |
| Milwaukee County | 5.7% | 5.0% | 4.0% | 3.6% | 4.0% | 4.3% |
| State of Wisconsin | 4.5% | 4.0% | 3.3% | 3.0% | 3.3% | 4.0% |
| United States | 5.3% | 4.9% | 4.4% | 3.9%[1] | 3.7% | 3.8% |

[1] Preliminary
Source: Bureau of Labor Statistics

# APPENDIX B

# FINANCIAL FORECAST

(see attached)

**Wisconsin Housing and Economic Development Authority**
**Tax Exempt Housing Bonds**

# Meadow Village Project

## Cash Flow

| Income | Inflation | Year 1 (1) | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| Gross Potential Rent | 2.0% | 1,143,960 | 1,274,100 | 1,299,582 | 1,325,574 | 1,352,085 |
| Less Vacancy % | | 10.0% | 5.0% | 5.0% | 5.0% | 5.0% |
| Less Vacancy $ | | (114,396) | (63,705) | (64,979) | (66,279) | (67,604) |
| Plus Net Other Income | 2.0% | 51,478 | 35,593 | 36,305 | 37,031 | 37,772 |
| **Gross Revenues** | | 1,081,042 | 1,245,988 | 1,270,908 | 1,296,326 | 1,322,252 |
| | Inflation | | | | | |
| **Expenses** | | | | | | |
| Marketing | 3.0% | 500 | 500 | 515 | 530 | 546 |
| Security Contract | 3.0% | 10,000 | 10,000 | 10,300 | 10,609 | 10,927 |
| Legal & Accounting | 3.0% | 15,205 | 15,205 | 15,661 | 16,131 | 16,615 |
| Insurance Property | 3.0% | 34,755 | 34,755 | 35,798 | 36,872 | 37,978 |
| Payroll | 3.0% | 112,320 | 112,320 | 115,690 | 119,160 | 122,735 |
| Benefits & Insurance | 3.0% | 30,479 | 30,479 | 31,393 | 32,335 | 33,305 |
| Snow & Lawn | 3.0% | 24,245 | 24,245 | 24,972 | 25,722 | 26,493 |
| Utilities | 3.0% | 82,000 | 82,000 | 84,460 | 86,994 | 89,604 |
| Repair & Maint. Supplies | 3.0% | 70,000 | 65,000 | 66,950 | 68,959 | 71,027 |
| Advantage Services | 3.0% | 10,000 | 10,000 | 10,300 | 10,609 | 10,927 |
| Trash Removal | 3.0% | 29,304 | 29,304 | 30,183 | 31,089 | 32,021 |
| General Admin/Supplies | 3.0% | 25,000 | 25,000 | 25,750 | 26,523 | 27,318 |
| Management Fee $ 51.00 | 2.0% | 55,080 | 55,080 | 56,182 | 57,305 | 58,451 |
| Real Estate Taxes | 3.0% | 78,544 | 116,000 | 119,480 | 123,064 | 126,756 |
| **Total Expenses** | | 577,432 | 609,888 | 627,634 | 645,901 | 664,705 |
| **Less Reserves** | 3.0% | 31,500 | 32,445 | 33,418 | 34,421 | 35,454 |
| **Income Available for Debt Service** | | 472,110 | 603,655 | 609,856 | 616,004 | 622,094 |
| **First Mortgage Debt Service** | | 406,888 | 524,019 | 524,906 | 520,706 | 526,419 |
| **Less Capitalized Interest** | | 25,000 | | | | |
| **Cash Flow** | | 90,222 | 79,636 | 84,949 | 95,298 | 95,675 |
| **Debt Service Coverage** | | 1.24 | 1.15 | 1.16 | 1.18 | 1.18 |
| **Add Back Subordinate Management Fee** | | 55,080 | 55,080 | 56,182 | 57,305 | 58,451 |
| **Add Back Subordinate Services Fee** | | 10,000 | 10,000 | 10,300 | 10,609 | 10,927 |
| **Income Available for Debt Service** | | 537,190 | 668,735 | 676,337 | 683,918 | 691,473 |
| **Debt Service Coverage with Sub. Fees** | | 1.41 | 1.28 | 1.29 | 1.31 | 1.31 |

(1) Includes the Interest on the July 1 2022 Bond maturity but does not include the principal redemption of this maturity which is assumed to occur on July 1, 2021 from the Limited Partner completion installment equity contribution.

## APPENDIX C

## CERTAIN DEFINITIONS AND SUMMARY OF DOCUMENTS

As used in the Limited Offering Memorandum, the following terms have the following meanings:

"*Account*" or "*Accounts*" means any one or more, as the case may be, of the named and unnamed accounts established within any Fund.

"*Act*" means Chapter 234 of the Wisconsin Statutes, as amended from time to time.

"*Additional Bonds*" means bonds on a parity with the Outstanding Bonds issued in accordance with the provisions of a Supplemental Indenture provided for under Section 11.02(g) herein subject to receipt of (i) written approval of the Issuer, and (ii) certification from the Borrower and proforma calculations demonstrating that the Coverage Test will continue to be met after giving effect to the issuance of the Additional Bonds.

"*Additional Loan Payments*" means that portion of the Loan Payments described in Section 3.02(b)(ii) of the Loan Agreement.

"*Administration Expenses*" means (a) the Ordinary Trustee's Fees and Expenses, (b) the Dissemination Agent Fee, (c) the Rebate Analyst Fee, and (d) the Administrator Fee.

"*Administration Fund*" means the trust fund by that name established pursuant to Section 5.01 of the Indenture.

"*Administrator Fee*" means the fee payable to the Trustee acting as Administrator under the Regulatory Agreement.

"*Amend*," "*Amended*" and "*Amendment*" refer to any amendment, modification, alteration or supplement to any Bond Document, or any waiver of any provision thereof.

"*Annual Debt Service*" means, for any period, the scheduled principal and interest payment requirement with respect to all Outstanding Bonds, or all Outstanding Bonds of one or more Series, as applicable, for such period.

"*Assignment of Management Agreement*" means the Assignment of Management Agreement, dated as of July 14, 2020 among the Borrower, the Issuer and the Manager

"*Authorized Denomination*" means, on the date of issuance of the Bonds, $25,000 or any integral multiple of $5,000 in excess thereof and thereafter, the lesser of (a) $25,000 and any integral multiple of $5,000 in excess thereof or (b) the principal amount of any Bond then Outstanding.

"*Available Moneys*" shall mean (a) moneys held by the Trustee under the Indenture for a period of at least 123 days and not commingled with any moneys so held for less than said period and during which period no petition in bankruptcy was filed by or against, and no receivership, insolvency, assignment for the benefit of creditors or other similar proceedings has been commenced by or against, the Issuer, the Borrower or the Managing Member, unless such petition or proceeding was dismissed and all applicable appeal periods have expired without an appeal having been filed, (b) Project Revenues held by the Trustee, (c) investment income derived from the investment of moneys described in clauses (a) and (b), (d) proceeds of obligations issued to refund the Bonds, or (e) any moneys with respect to which an opinion of nationally recognized bankruptcy counsel has been received by the Trustee to the effect that payments by the Trustee in respect of the Bonds, as provided in the Indenture, derived from such moneys should not constitute transfers avoidable under 11 U.S.C. § 547(b) and recoverable from the Owners under 11 U.S.C. § 550(a) should the Issuer or the Borrower be the debtor in a case under Title 11 of the United States Code, as amended.

"*Basic Loan Payments*" means that portion of the Loan Payments described in Section 3.02(b)(i) of the Loan Agreement.

"*Beneficial Owner*" means with respect to the Bonds, the Person owning the Beneficial Ownership Interest therein, as evidenced to the satisfaction of the Trustee.

"*Beneficial Ownership Interest*" means the right to receive payments and notices with respect to the Bonds held in a book-entry system.

"*Bond Counsel*" means Kutak Rock LLP or any Independent Counsel of nationally recognized standing in matters pertaining to the validity of, and exclusion from gross income for federal income tax purposes of interest on, obligations issued by states and political subdivisions, familiar with the transactions contemplated under the Indenture, and appointed by the Issuer.

"*Bond Documents*" means the Indenture and the Borrower's Documents.

"*Bond Fund*" means the Bond Fund created pursuant to Section 5.01 of the Indenture.

"*Bonds*" means, collectively, the outstanding 2020 Series A Bonds and any Additional Bonds.

"*Bond Year*" means the period from and including the date of issuance of the Bonds through December 31, 2020, and thereafter each year beginning on January 1 and ending on the earlier of the following December 31 and the maturity of the Bonds (whether by redemption, acceleration or otherwise).

"*Borrower"* means CB Meadow Village Renovation, LLC and its respective successors and assigns under Sections 6.02 and 6.03 of the Loan Agreement.

"*Borrower's Documents*" means, collectively, the Loan Agreement, the Mortgage, the Note, the Tax Certificate, the HAP Contract, the Regulatory Agreement, the Continuing Disclosure Agreement, the Management Agreement, the Land Use Restriction Agreements and the Assignment of Management Agreement, together with all other documents or instruments executed by the Borrower which evidence or secure the Borrower's indebtedness under the Loan Agreement, all as amended or supplemented from time to time.

"*Borrower's Representative*" means the person or persons at the time designated to act on behalf of all the Borrower by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person or persons and signed by the President of the Managing Member of the Borrower. Such certificate may designate an alternate or alternates. The initial Borrower's Representative shall be either the President, Vice President, Secretary or Treasurer of the Managing Member.

"*Budget*" means the Budget described in Section 6.09 of the Loan Agreement.

"*Business Day*" means any day other than a (a) Saturday, (b) Sunday, (c) day on which banking institutions in (i) any city in which the designated corporate trust or principal operations offices of the Trustee (such city being initially Minneapolis, Minnesota) are located, (ii) the City of Madison, Wisconsin or (iii) the City of New York, New York, are authorized or obligated by law or executive order to be closed, or (d) day on which the New York Stock Exchange is closed.

"*Certified Public Accountant*" means any Person who is Independent, who is appointed by the Borrower, who is actively engaged in the business of public accounting and who is duly certified as a Certified Public Accountant under the laws of any state.

"*Closing Date*" means July 14, 2020, the date of issuance and delivery of the Bonds to the order of the initial purchasers thereof and, with respect to Additional Bonds, the date indicated in a Supplemental Indenture.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Condemnation Award*" means the total condemnation proceeds paid by the condemner as a result of condemnation or eminent domain proceedings with respect to all or any part of the Mortgaged Property or of any settlement or compromise of such proceedings.

"*Consolidated Audited Financial Statements*" means the financial statements prepared for each Fiscal Year for the Project on a combined and consolidated basis prepared in accordance with generally accepted accounting principles and reviewed by a Certified Public Accountant.

"*Consultant*" means a Person who is Independent, appointed by the Borrower and who is nationally recognized as being expert as to matters for which its certificate or advice is required or contemplated.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement, dated July 14, 2020 between the Borrower and the Dissemination Agent, as the same may be amended or supplemented from time to time.

"*Controlling Owners*" means in the case of consent or direction to be given hereunder, the Owners of the majority in aggregate principal amount of the Outstanding Bonds.

"*Costs of Issuance*" means all fees, costs and expenses payable or reimbursable directly or indirectly by the Issuer or the Borrower and related to the authorization, issuance and sale of the Bonds.

"*Costs of Issuance Account*" means the account by that name in the Project Fund created pursuant to Section 5.01 of the Indenture.

"*Counsel*" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and satisfactory to the Issuer.

"*Coverage Test*" means that the Debt Service Coverage Ratio for the relevant period was equal to or greater than 1.15 to 1 on all Outstanding Bonds. For the avoidance of doubt, the first Coverage Test measurement date is December 31, 2022.

"*Debt Service*" means the principal and redemption price of and interest due on the Bonds on any given Interest Payment Date.

"*Debt Service Coverage Ratio*" means, for any period, the ratio obtained by dividing Net Income Available for Debt Service for such period by the Debt Service Requirements for such period for the Bonds, expressed as a percentage or a ratio, in each case, as calculated by the Borrower and certified to the Trustee in writing and supported by the audited financial statements described in the Loan Agreement. For purposes of this test, any principal related to the Bonds maturing on July 1, 2022, is excluded from the Debt Service Requirements.

"*Debt Service Requirements*" means, for a specified period, the sum of:

(a) amounts needed to pay scheduled payments of principal of the Bonds during such period, including payments for mandatory sinking fund redemption pursuant to Section 3.03 of the Indenture;

(b) amounts needed to pay interest on the Bonds payable during such period; and

(c) to the extent not duplicative of (a) or (b) above, amounts paid during such period to restore the amount on deposit in the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

"*Debt Service Reserve Fund*" means the Debt Service Reserve Fund established pursuant to Section 5.01 of the Indenture, which shall not be a capital reserve fund pursuant to Section 234.15 of the Act.

"*Debt Service Reserve Requirement*" means the amount of $263,904, which is equal to six months of debt service on the Bonds, (excluding the final Bond Year and excluding the principal amount of the Bonds maturing on July 1, 2022), subject to pro rata reduction to the extent of any reduction in the aggregate principal amount of the Bonds Outstanding other than pursuant to mandatory sinking fund redemption.

"*Default*" under the Loan Agreement means any of the events described in Section 7.01 of the Loan Agreement.

"*Default Rate*" with respect to the Loan and the Bonds means the interest rate on the applicable Loan or Bonds plus 2% per annum, and with respect to any other amounts due means

10% per annum, provided, however, that such interest shall never exceed the maximum amount permitted under the laws of the State of Wisconsin.

"*Determination of Taxability*" means (a) a final decree or judgment of any federal court, not subject to appeal, or a final action of the Internal Revenue Service, not subject to appeal, that determines that interest paid or payable on any Bond is or was includable in the gross income of an Owner for federal income tax purposes, (b) the receipt by any present or former Owner of a Bond, the Trustee, the Borrower, the Borrower’s Representative, or the Issuer of a "notice of deficiency" issued by the Internal Revenue Service or any similar notice assessing or expressing an intention to assess a tax in respect of any interest on the Bonds, if no longer subject to any contest or appeal, or (c) the execution of a settlement agreement between the Internal Revenue Service and any present or former Owner, the Trustee, the Borrower, the Borrower’s Representative or the Issuer under which a tax, penalty or interest in respect of any interest on the Bonds is to be assessed (other than an agreement pursuant to which the interest on the Bonds at issue will continue to be excluded from gross income for federal income tax purposes); provided, however, that no such decree, action, agreement or notice will be considered a "Determination of Taxability" for any purpose hereunder unless the Issuer, the Borrower’s Representative and the Borrower, as applicable, have been given written notice and, if it is so desired and is legally allowed, have been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Bond, and until conclusion of any appellate reviews, including judicial decisions and appeals therefrom as may be sought and legally available.

"*Dissemination Agent*" means U.S. Bank National Association, or any successor, as Dissemination Agent under the Continuing Disclosure Agreement.

"*Dissemination Agent Fee*" means the fee payable to the Dissemination Agent as compensation for its services and expenses in performing its obligations under the Continuing Disclosure Agreement.

"*Eligible Tenants*" means, with respect to the units in the Project covered by the related HAP Contract, persons who qualify for housing assistance under Section 8 of the United States Housing Act of 1937, as amended, in accordance with published standards of HUD and who qualify for assistance at the Project pursuant to the related HAP Contract.

"*Event of Default*" means the occurrence of any event of default specified in Section 8.01 of the Indenture.

"*Extraordinary Trustee’s Fees and Expenses*" means the fees, expenses and disbursements payable to the Trustee and Paying Agent pursuant to Section 9.04 of the Indenture, during any Fiscal Year in excess of Ordinary Trustee’s Fees and Expenses, including but not limited to, reasonable counsel fees and expenses, reasonable fees of other third-party professionals, and any costs of sending notices pursuant to Section 3.06 of the Indenture.

"*Fiscal Year*" means a period of 12 consecutive months ending on December 31, except that the first Fiscal Year for the 2020 Series A Bonds shall begin on the Closing Date and end on December 31, 2020.

"*Force Majeure*" means, without limitation, the following: acts of nature; strikes or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of any state or of any of their subdivisions, departments, agencies or officials, or of any civil or military authority; insurrections; riots; landslides; earthquakes; fires; floods; explosions; and any other cause or event not reasonably within the control of the Borrower, but only to the extent such cause or event is not within the control of the Borrower.

"*Fund*" or "*Funds*" means any one or more, as the case may be, of the separate trust funds created and established in Article V of the Indenture.

"*GAAP*" means generally accepted accounting principles consistently applied.

"*Government Obligations*" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"*HAP Contract*" means the Housing Assistance Payments Basic Renewal Contract with respect to the Project, including any amendment or supplement thereto or replacement thereof.

"*HAP Payments*" means those moneys payable under the HAP Contracts with respect to the Project.

"*Indebtedness*" means (a) all indebtedness, whether or not represented by bonds, debentures, notes or other securities, for the repayment of money borrowed, (b) all deferred indebtedness for the payment of the purchase price of properties or assets purchased, (c) all guaranties, endorsements (other than endorsements in the ordinary course of business), assumptions, and other contingent obligations in respect of, or to purchase or to otherwise acquire, indebtedness of others, (d) all indebtedness secured by a mortgage, or secured by a pledge, security interest, or lien existing on property owned which is subject to a mortgage, pledge, security interest, or lien, whether or not the indebtedness secured thereby has been assumed, (e) all capitalized lease obligations, (f) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable, if such amounts were advanced under the credit facility, (g) all amounts required to be paid by the Borrower as a guaranteed payment to partners or members or a preferred or special dividend, including any mandatory redemption of shares or interests, (h) all unfunded pension funds, or welfare or pension benefit plans or liabilities, and (i) all obligations (calculated on a net basis) of the Borrower under derivatives in the form of interest rate swaps, credit default swaps, total rate of return swaps, caps, floors, collars and other interest hedge agreements, in each case whether the Borrower is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations the Borrower otherwise assure a creditor against loss; provided, however, that for the purpose of computing Indebtedness, there will be excluded any particular Indebtedness if, upon or prior to the maturity thereof, there has been deposited with the proper depository in trust the necessary funds (or Government Obligations not callable or pre-payable by the authority thereof) for the payment, redemption, or satisfaction of such Indebtedness, and thereafter such funds and such Government Obligations so deposited will not be included in any computation of the assets of the Borrower and the income derived from such funds and such direct obligations of the United States of America so deposited will not be included in any computation of the income of the Borrower.

"*Indenture*" means the Indenture of Trust dated as of July 1, 2020, by and between the Issuer and the Trustee, as amended or supplemented from time to time.

"*Independent*" means, with respect to Counsel or any Consultant, a person who is not a member of the governing body of the Issuer, the Managing Member or the Borrower and is not an officer or employee of the Issuer, the Managing Member or the Borrower and which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the governing body of the Issuer, the Managing Member or the Borrower or who is an officer or employee of the Issuer, the Managing Member or the Borrower; provided, however, that the fact that such person is retained regularly by or transacts business with the Issuer shall not make such person an employee within the meaning of this definition.

"*Insurance Consultant*" means a Consultant having the skill and expertise necessary to evaluate the insurance needs of multifamily rental housing.

"*Insurance and Tax Escrow Fund*" means the Insurance and Tax Escrow Fund established pursuant to Section 5.01 of the Indenture.

"*Insurance Proceeds*" means the total proceeds of insurance paid by an insurance company under the policies of insurance procured by the Borrower pursuant to the Loan Agreement.

"*Interest Account*" means the trust account by that name in the Bond Fund created pursuant to Section 5.01 of the Indenture.

"*Interest Payment Date*" means each January 1 and July 1, commencing January 1, 2021, until the final Principal Payment Date of such Bonds.

"*Interest Period*" for any Bonds means initially the period from the date of issuance of such Bonds to but not including the first Interest Payment Date and thereafter the period from and including each Interest Payment Date to but not including the next Interest Payment Date or other date on which interest is required to be paid on such Bonds.

"*Interest Requirement*" means an amount equal to the interest that would be due and payable on the Bonds on the Interest Payment Date next succeeding the date of determination (assuming that no principal of the Bonds is paid or redeemed between such date and the next succeeding Interest Payment Date) multiplied by a fraction the numerator of which is one and the denominator of which is the number of whole calendar months in the Interest Period in which such date occurs.

"*Investment Securities*" means any of the following obligations or securities, to the extent permitted by the Act and applicable law:

(a) Government Obligations;

(b) Bank demand deposits (whether or not interest bearing) and interest bearing bank time deposits evidenced by certificates of deposit (i) issued by any bank (which may include the Trustee and its affiliates), trust company, or savings and loan association whose long-term debt obligations, at the time of investment, are rated not less than "AA" or its equivalent by a nationally recognized rating agency (a "Rating Agency") or (ii) which are fully insured by Federal Deposit Insurance Corporation;

(c) Obligations of, or participation certificates guaranteed by Federal Intermediate Credit Banks, Federal Home Loan Banks, Fannie Mae (excluding stripped securities), the Export-Import Bank of the United States, the Federal Land Bank, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association and the Federal Financing Bank, or any other instrumentality of the United States of America backed by the full faith and credit of the United States and approved in writing by the Borrower;

(d) Obligations rated, at the time of investment, not less than "AA" or its equivalent by a Rating Agency, issued by any state of the United States of America or the District of Columbia, or any political subdivision, agency or instrumentality of one of such states;

(e) Any repurchase agreement or reverse repurchase agreement relating to Investment Securities described in (a) or (c) above with any bank having general unsecured debt which at the time of investment is rated "A-1+," or its equivalent by a Rating Agency and which is a member of the Federal Deposit Insurance Corporation;

(f) Any obligation or debt security of any corporation, whether organized under the laws of the United States of America or of any state thereof or the laws of any foreign country, which, at the time of investment therein by the Trustee, shall be rated not less favorably than "AA" or its equivalent by a Rating Agency;

(g) Money market mutual funds (including those of an affiliate of the Trustee) rated "AAAm" or its equivalent by a Rating Agency;

(h) Obligations which in the opinion of Bond Counsel are tax-exempt obligations (as defined in Section 150(a)(6) of the Code and are not "investment property" as defined in Section 148(b)(2) of the Code), and which, at the time of investment, are rated "A-1+," "SP-1+," or "AAA" or its equivalent by a Rating Agency; and

(i) One or more investment agreements provided or guaranteed by a financial institution whose long-term unsecured debt is rated not less than "AA" or its equivalent by a Rating Agency, but only following confirmation by a Rating Agency that entry into such investment agreement will not result in the withdrawal, suspension or lowering of the rating on the Bonds, if the Bonds are then rated by a Rating Agency.

In addition to the foregoing, each Investment Security must be an instrument bearing a predetermined fixed dollar amount of principal due at maturity that cannot change or vary and, if the obligation is rated, must not have an "r" highlighter affixed to its rating by a Rating Agency.

Interest on each Investment Security must be payable at a fixed rate equal to or greater than zero or, if payable at a variable rate, the rate must be tied to a single interest rate plus a single fixed spread, if any, and move proportionately with that index.

"*Investor Member*" means NHT Equity, LLC, an Ohio limited liability company, and its members successors and assigns.

"*Land Use Restriction Agreement*" means, that separate Land Use Restriction Agreement for Tax-Exempt Bond Funding, dated as of July 14, 2020, with respect to the Project between the Issuer and the Borrower.

"*Loan*" means the loan evidenced by the Note from the Borrower to the Issuer and assigned to the Trustee in the aggregate principal amount of $9,220,000.

"*Loan Agreement*" means the Loan and Security Agreement dated as of July 1, 2020, among the Issuer, the Trustee and the Borrower, as amended and supplemented from time to time.

"*Loan Payments*" means, collectively, the "Basic Loan Payments" and the "Additional Loan Payments" as described in Section 3.02 of the Loan Agreement.

"*Management Agreement*" means the Management Agreement between the Manager and the Borrower, or any substitute agreement providing for the management, maintenance and operation of the Project, as amended and supplemented from time to time.

"*Management Consultant*" means a Consultant possessing significant management consulting experience in matters pertaining to owning and operating multifamily residential rental housing facilities.

"*Management Fee*" means the fee paid to the Manager pursuant to the Management Agreement.

"*Manager*" means: (i) CommonBond Housing, a Minnesota nonprofit corporation; or (ii) any other property management company selected from time to time by the Borrower for the Project in accordance with Section 4.07 of the Loan Agreement.

"*Managing Member*" means CB Meadow Village MM, LLC, a Wisconsin limited liability company, in its capacity as the managing member of the Borrower, and its successors and assigns in such capacity.

"*Mortgage*" means, collectively, the separate mortgages or similar instruments, of even date herewith, from the Borrower for the benefit of the Issuer and assigned to the Trustee, securing the Loan and certain additional amounts due and owing under the Loan Agreement with respect to the Bonds, as amended and supplemented from time to time and, as used herein, "Mortgage" means any of such Mortgage.

"*Mortgaged Property*" means all property subject to the lien of the Mortgage and the Indenture.

"*Net Income Available for Debt Service*" means, for any period of determination thereof, Project Revenues for such period, plus all interest earnings on money held in Funds and Accounts, which are transferred to the Revenue Fund pursuant to Article VI of the Indenture, minus (a) total Operating Expenses incurred on a GAAP basis by the Borrower for such period, (b) all required deposits to the Insurance and Tax Escrow Fund and the Repair and Replacement Fund for such period, (c) any profits or losses which would be regarded as extraordinary items under GAAP, (d) gain or loss on the extinguishment of Indebtedness, (e) contributions, (f) proceeds of Additional Bonds and any other Permitted Indebtedness, (g) Net Proceeds of any Insurance Proceeds or Condemnation Award, and (h) the proceeds of any sale, transfer or other disposition of all or any portion of the Project by the Borrower.

"*Net Proceeds*," when used with respect to any Insurance Proceeds or Condemnation Award, means the gross proceeds from such Insurance Proceeds or Condemnation Award, less all expenses (including reasonable attorneys' fees of the Trustee and any Extraordinary Trustee's Fees and Expenses) incurred in the realization thereof.

"*Note*" means the note executed by the Borrower in favor of the Issuer and assigned to the Trustee on behalf of the Bondowners evidencing the Loan, substantially in the form attached to the Loan Agreement as Exhibit C.

"*Operating Agreement*" means the Amended and Restated Operating Agreement of the Borrower dated as of July 1, 2020, as amended from time to time.

"*Operating Expenses*" means all expenses incurred in the operation and maintenance of the Project, including, but not limited to the Management Fee and other administrative costs, real estate taxes, insurance premiums, utilities and routine maintenance for any period, expenses in connection with the operation and maintenance of the Project (determined on an accrual basis) during such period, including payments into operational (but not capital) reserves for liabilities, but excluding (a) Debt Service Requirements, (b) any loss or expenses resulting from or related to any extraordinary and nonrecurring items, (c) any losses or expenses related to the sale of assets, the proceeds of which sale are not included in Project Revenues, (d) expenses paid from operational reserves, (e) expenses paid from the Repair and Replacement Fund or Insurance and Tax Escrow Fund, (f) expenses related to depreciation or amortization, (g) any Management Fee and other fees and expenses paid by the Borrower to the Manager or an affiliate of the Manager at any time when the Manager is an affiliate of the Managing Member, (h) Extraordinary Trustee's Fees and Expenses and (i) Administration Expenses.

"*Operating Fund*" means the trust fund by that name created pursuant to Section 5.01 of the Indenture.

"*Operating Requirement*" means all Operating Expenses, exclusive of amounts to be deposited to or payable from the Administration Fund, projected to be payable in such month in accordance with the Budget.

"*Ordinary Services*" and "*Ordinary Expenses*" means those services normally rendered, and those reasonable expenses normally incurred, by a trustee, a registrar, an authenticating agent and a paying agent under instruments similar to the Indenture, excluding Extraordinary Trustee's Fees and Expenses.

"*Ordinary Trustee's Fees and Expenses*" means those fees, expenses and disbursements for the Ordinary Services and the Ordinary Expenses of the Trustee and Paying Agent incurred in connection with its duties under the Indenture. Ordinary fees shall be payable annually, in advance, commencing on the Closing Date for the period ending June 30, 2021 and thereafter on each July 1, commencing July 1, 2021.

"*Outstanding*" or "*outstanding*" with respect to Bonds means, as of any given date, all Bonds which have been authenticated and delivered by the Paying Agent under the Indenture, except:

(a) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee or Paying Agent on or prior to such date for cancellation;

(b) Bonds deemed to be paid in accordance with Article VII of the Indenture; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 2.08 or 2.09 of the Indenture.

"*Owner*" or "*Bondholder*" or "*Bondowner*" or "*Holder*" means the Person or Persons in whose name any Bond is registered on the registration records for the Bonds maintained by the Paying Agent as registrar.

"*Paying Agent*" means any paying agent, initially the Trustee, appointed by the Issuer pursuant to Section 9.17 of the Indenture, or any successor appointed hereunder.

"*Permitted Encumbrances*" means, with respect to the Project, the Mortgage and (a) the lien of current real property taxes (if any), ground rents, water charges, sewer rents and assessments not yet due and payable, (b) covenants, conditions and restrictions, rights of way, easements and other matters of public record, none of which, individually or in the aggregate, materially interferes with the current use of the Project or the security intended to be provided by the Mortgage or with the Borrower's ability to pay their obligations when they become due or materially and adversely affects the value of the Project, (c) the Regulatory Agreement, (d) the exceptions (general and specific) set forth in the title insurance policy with respect to the Project delivered to the Trustee on the Closing Date, (e) the liens securing the Seller Notes.

"*Permitted Indebtedness*" means (a) payment and other liabilities payable under the Loan Agreement or the Note, including payments required for Additional Bonds, (b) liabilities of the Borrower under the Mortgage and (c) indebtedness of the Borrower allowed pursuant to Section 6.12 of the Loan Agreement.

"*Person*" or "*person*" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, a governmental body, any other political subdivision, municipality or authority or any other group or entity.

"*Principal Account*" means the trust account by that name within the Bond Fund created with respect to a Series of Bonds pursuant to Section 5.01 of the Indenture.

"*Principal Payment Date*" means each maturity date of the Bonds and any date for mandatory sinking fund redemption of the Bonds.

"*Principal Requirement*" means (i) from the Closing Date extending through and including December 31, 2036, an amount equal to the regularly scheduled principal that is due and payable on the Bonds on the Principal Payment Date next succeeding the date of determination, whether by maturity or by mandatory sinking fund redemption pursuant to Section 3.03 of the Indenture, multiplied by a fraction the numerator of which is one and the denominator of which is the number of whole calendar months in the period commencing on the last date of payment of regularly scheduled principal (or the date of issuance of the Bonds, if no principal has been paid) and ending on the next Principal Payment Date for payment of regularly scheduled principal; provided, however, that the regularly scheduled principal maturity amount related to the Bonds maturing on July 1, 2022, shall be excluded when determining the regular monthly scheduled principal that is due and payable on the Bonds on the Principal Date next succeeding the date of determination and such principal maturity amount equal to $405,000 (or such lesser amount as will be outstanding at maturity) shall be due and payable as a Principal Requirement on or before the last Business Day of June 2022 for payment in full of the Bonds maturing on July 1, 2022; and (ii) commencing January 1, 2037 extending through and including June 30, 2037, the regularly scheduled principal that is due and payable on the Bonds each month shall be equal to $105,000 multiplied by 1/6; provided, however, the remaining scheduled principal of $6,435,000 (or such lesser amount as will be outstanding at maturity) shall be due and payable in full as a Principal Requirement on or prior to the last Business Day of June 2037 for payment in full of the Bonds maturing on July 1, 2037.

"*Project*" means the Site, together with the improvements constructed thereon, consisting of the residential rental facilities identified in Exhibit A to the Indenture containing 90 rental housing units for seniors (including one manager's unit) and support facilities, including all buildings, structures and improvements now or hereafter constructed thereon, and all fixtures, machinery, equipment, furniture, furnishings and other personal property hereafter attached to, located in, or used in connection with any such structures, buildings or improvements, and all additions, substitutions and replacements thereto, whether now owned or hereafter acquired. The term "Project" or "Project" does not include property owned by others, including the Manager of the Project or residents thereof.

"*Project Fund*" means the trust fund by that name created pursuant to Section 5.01 of the Indenture.

"*Project Revenues*" means for any period, all cash operating and nonoperating revenues of the Project, including rental payments, HAP Payments and Unrestricted Contributions, less (a) any extraordinary and nonrecurring items (including any real property tax refunds), (b) income derived from the sale of assets not in the ordinary course of business which is permitted under the Bond Documents, (c) security, cleaning or similar deposits of tenants until applied or forfeited, (d) Net Proceeds of Insurance Proceeds or Condemnation Awards and (e) any amount disbursed to the Borrower from the Surplus Fund, but including as Project

Revenues (i) any such Net Proceeds resulting from business interruption insurance or other insurance or condemnation proceeds retained by the Borrower and (ii) amounts received by the Borrower or the Trustee pursuant to any payment guaranty, operating guaranty or similar agreement with respect to the Project.

"*Qualified Buyer*" means an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended.

"*Qualified Insurer*" has the meaning provided in Section 5.01 of the Loan Agreement.

"*Qualified Project Period*" shall, with regard to the Project, have the meaning ascribed to such term in the Regulatory Agreement or Land Use Restriction Agreement, as applicable

"*Rebate Analyst*" means a Certified Public Accountant, financial analyst, law firm or Bond Counsel, or any firm of the foregoing, or a financial institution experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code and retained by the Borrower to make the computations and give the directions required pursuant to the Tax Certificate.

"*Rebate Analyst Fee*" means fees and expenses paid for each rebate calculation (which is to be made every fifth year, if required).

"*Rebate Fund*" means the trust fund by that name created pursuant to Section 5.01 of the Indenture.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amended or replace the specific Regulation referenced.

"*Regulatory Agreement*" means the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of July 1, 2020 among the Issuer, the Borrower and the Trustee, as amended and supplemented from time to time.

"*Repair and Replacement Fund*" means the trust fund by that name established pursuant to Section 5.01 of the Indenture, which fund is not a capital reserve fund pursuant to Section 234.15 of the Act.

"*Replacement Reserve Requirement*" means an amount equal to the greatest of (a) $350 per unit per year for the Project, (b) the amount required by the applicable HAP Contract as increased pursuant to any structural engineering report required by Section 4.12 of the Loan Agreement or (c) the amount required pursuant to the Operating Agreement.

"*Reserved Rights of the Issuer*" means: (a) the right of the Issuer to amounts payable to it pursuant to Section 3.02(b) of the Loan Agreement; (b) all rights which the Issuer or its officers, officials, agents or employees may have under the Indenture and the Borrower's Documents to indemnification by the Borrower and by any other persons and to payments for expenses incurred by the Issuer itself, or its officers, officials, agents or employees; (c) the right of the

Issuer to give or receive notices, reports or other information, make determinations and grant approvals or consents hereunder and under the other Bond Documents; (d) all rights of the Issuer to enforce the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly, to the requirements of the Act or of the Issuer, and set forth in any of the Bond Documents or in the Tax Certificate or in any other certificate or agreement executed by the Borrower; (e) immunity from and limitation of liability; (f) all rights of the Issuer in connection with any amendment to or modification of the Bond Documents; and (g) all enforcement remedies with respect to the foregoing.

"*Restoration*" means the restoration, replacement, repair or rebuilding of any one or more of the Project as a result of an event for which Condemnation Awards or Insurance Proceeds are received with respect to the Project, as provided in Section 5.04 of the Loan Agreement.

"*Revenue Fund*" means the trust fund by that name created pursuant to Section 5.01 of the Indenture.

"*Seller*" means CommonBond Communities, a Minnesota nonprofit corporation.

"*Seller Notes*" means the Mortgage Note dated July 14, 2020, executed by the Borrower in the stated amount of $610,000 payable to the Seller and the Mortgage Note (Home) dated July 14, 2020, executed by the Borrower in the stated amount of $247,128.35 and payable to the Seller.

"*Serial Bonds*" means the 2020 Series A Bonds maturing July 1, 2022 and July 1, 2037

"*Series*" means any series of Bonds issued pursuant to the Indenture.

"*Site*" means the real property on which the Project is located, as more particularly described in Exhibit A to the Indenture.

"*S&P*" means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, a corporation organized and existing under the laws of the State of New York, its successors and their assigns.

"*Special Redemption Account*" means each trust account by that name within the Bond Fund pursuant to Section 5.01 of the Indenture.

"*State*" means the State of Wisconsin.

"*Supplemental Indenture*" means any Amendment to the Indenture entered into in accordance with Article XI of the Indenture.

"*Surplus Cash*" means the amount on deposit in the Surplus Fund in excess of $10,000.00.

"*Surplus Fund*" means the trust fund by that name created pursuant to Section 5.01 of the Indenture.

"*Tax Certificate*" means the Tax Certificate and Agreement dated the Closing Date by and among the Issuer, the Borrower and the Managing Member.

"*Term Bonds*" means the 2020 Series A Bonds maturing July 1, 2025, July 1, 2030 and January 1, 2037.

"*Trustee*" means U.S. Bank National Association, or any successors or assigns hereunder.

"*Trust Estate*" means the property conveyed to the Trustee hereunder, including all of the Issuer's right, title, and interest in and to the property described in the Granting Clauses of the Indenture.

"*2020 Series A Bonds*" means $9,220,000 original aggregate principal amount of the Issuer's Multifamily Housing Bonds (Meadow Village Project), 2020 Series A.

"*Underwriter*" means Colliers Securities, LLC.

"*Unrestricted Contributions*" means contributions that are not restricted in any way that would prevent their application to the payment of Debt Service on the Indebtedness of the Borrower.

"*Yield*" of (a) any Investment Security has the meaning set forth in Section 1.148-5 of the Regulations and (b) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

## APPENDIX D

## FORM OF BOND COUNSEL OPINION

July 14, 2020

Wisconsin Housing and Economic
Development Authority
Suite 700
201 West Washington Avenue
Madison, WI 53703

U.S. Bank National Association
Global Corporate Trust
60 Livingston Avenue, 3rd Floor
Saint Paul, MN 55107

$9,220,000
Wisconsin Housing and Economic Development Authority
Multifamily Housing Bonds
(Meadow Village Project)
2020 Series A

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Wisconsin Housing and Economic Development Authority (the "Authority") of $9,220,000 aggregate maximum principal amount of its Multifamily Housing Bonds (Meadow Village Project) 2020 Series A (the "Bonds"). The Bonds are authorized to be issued pursuant to Section 234 of the Wisconsin Statutes, as amended (the "Act"), and under and pursuant to the resolution of the Authority, adopted on April 17, 2006, as amended and restated on June 22, 2016 (the "General Resolution") and as supplemented by Supplemental Resolution Number 1, dated April 17, 2006, Supplemental Resolution 2, dated August 21, 2006, Supplemental Resolution 3, dated August 20, 2007, Supplemental Resolution 4, dated December 1, 2009, Supplemental Resolution 5, dated October 19, 2011, Supplemental Resolution 6, dated February 17, 2016, as amended and restated on June 22, 2016, Supplemental Resolution 7, dated February 21, 2018, and Supplemental Resolution 8, dated June 17, 2020 (collectively, the "Supplemental Resolutions") and a Series Resolution pertaining to the Bonds, adopted on April 15, 2020 (the "Series Resolution" and, collectively, with the General Resolution and the Supplemental Resolutions, the "Resolution") and an Indenture of Trust dated as of July 1, 2020 ( the "Indenture") by and between the Authority and U.S. Bank National Association, as Trustee (the "Trustee"). The Bonds are being issued for the purpose of providing funds for the acquisition, construction, and rehabilitation of a multifamily housing project located in the State of Wisconsin (the "State").

The Bonds are dated, mature in the years and in the respective principal amounts and bear interests at the rates per annum set forth in the Indenture. The Bonds are also subject to redemption prior to maturity upon the terms and conditions and at the redemption prices set forth in the Indenture. The proceeds received by the Issuer from the sale of the Bonds will be used to fund a loan to the Borrower of $9,220,000 plus net original issue premium distributed to the Borrower of $177,698.10, totaling $9,397,698.10 in tax-exempt bond proceeds received by the Borrower.

In rendering this opinion, we have examined the Resolution, the Indenture, the Tax Certificate and Agreement (the "Tax Certificate"), the Regulatory Agreement, the Act and such other opinions, documents, certificates and letters as we deem relevant and necessary in rendering this opinion. Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Indenture.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings, and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof, and we disclaim any obligation to update this opinion.

We have assumed, without undertaking to verify, the accuracy of the factual representations made in the documents referred to herein. We have assumed compliance with all covenants and agreements contained in the Resolution, the Tax Certificate, the Regulatory Agreement, the Indenture and other relevant documents and certificates delivered in connection with the issuance of the Bonds.

Based upon this examination and an analysis of existing laws, regulations, rulings and court decisions, we are of the opinion that:

1. The Bonds have been duly and validly authorized by the Authority and issued in accordance with law, the Resolution and the Indenture.

2. The Bonds are valid and legally binding limited obligations of the Authority, enforceable in accordance with their terms and the terms of the Resolution and the Indenture, and entitled to the benefits of the Resolution, the Indenture and the Act.

3. Assuming the accuracy of certain representations and continuing compliance by the Authority and the Borrower with certain restrictions, conditions, requirements, covenants and agreements which are intended to ensure compliance with Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable provisions of Sections 141 through 150 of the Code, and subject to the exceptions described herein, under existing laws, regulations, rulings, and judicial decisions, the interest on the Bonds is excludable from gross income for federal income tax purposes, except (with respect to the hereinafter defined "substantial user") during any period when the Bonds are held by a "substantial user" (as defined in Section 147(a) of the Code) of certain projects financed by the Bonds or a "related person" (as defined in Section 147(a) of the Code) of such substantial user. In rendering the opinion in this paragraph 3, we have assumed continuing compliance by the parties thereto with respect to certain covenants in the Loan Agreement, the Regulatory Agreement, the Tax Certificate, and the Indenture concerning the continuing excludability of interest on the Bonds from gross income for federal income tax purposes.

4. Interest on the Bonds is not a specific preference item for purpose of the federal alternative minimum tax.

The accrual or receipt of interest on the Bonds may otherwise affect a bondowner's income tax liability. The nature and extent of these other tax consequences will depend upon the bondowner's particular tax status and the bondowner's other items of income and deduction. We express no opinion regarding such consequences. Purchasers of the Bonds, particularly purchasers that are corporations (including S corporations and the United States branches of foreign corporations), property and casualty insurance companies, banks, thrifts or other financial institutions, recipients of Social Security or Railroad Retirement benefits, taxpayers otherwise entitled to the earned income credit and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors concerning their tax consequences of purchasing and holding the Bonds.

5. Interest on the Bonds is exempt from Wisconsin income taxes pursuant to Sections 71.05(l)(c)(1m) and 71.26(1m)(em) of the Wisconsin Statutes, as amended.

6. The Authority has no taxing power. The State of Wisconsin is not liable on the Bonds and the Bonds are not a debt of the State of Wisconsin.

We express no opinion regarding any other consequences affecting the state or federal income tax liability of a recipient of interest on the Bonds.

The opinions we have expressed herein as to the treatment of the Bonds or the interest borne thereon for federal income tax purposes and for State of Wisconsin tax purposes are based upon statutes, regulations, and court decisions in effect on the date hereof. We undertake no obligation to update the contents of this opinion on any future date. Each purchaser of the Bonds should consult his or her tax advisor regarding any changes in the status of any pending or proposed legislation.

The Code establishes certain requirements that must be met subsequent to the issuance of the Bonds in order that interest thereon be and remain excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Bonds to be subject to such tax retroactively to the date of issuance of the Bonds. The requirements include, in part, provisions that relate to the nature and use of the Project financed by the Bonds, as well as provisions that restrict the yield and set forth limitations within which the proceeds of the Bonds are to be invested and require that certain investment earnings be rebated on a periodic basis to the United States Treasury. The Loan Agreement, Indenture and Tax Certificate contain covenants of the Authority and the Borrower to comply with such requirements. The opinions expressed above assume compliance with such covenants.

The foregoing opinions are qualified only to the extent that the enforceability of the Bonds and the Indenture may be limited by the exercise of judicial discretion in accordance with general equitable principles and by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally heretofore or hereafter enacted to the extent constitutionally enforceable.

The scope of our engagement has not extended beyond the examinations and the rendering of the opinions expressed herein. The opinions expressed herein are based upon existing law as of the date hereof, and we express no opinion herein as of any subsequent date or with respect to any pending legislation.

Very truly yours,

**APPENDIX E**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**$9,220,000**
**WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY**
**MULTIFAMILY HOUSING BONDS**
**(MEADOW VILLAGE PROJECT)**
**2020 SERIES A**

This Continuing Disclosure Agreement, dated as of July 14, 2020 (this "Continuing Disclosure Agreement"), is executed and delivered by CB Meadow Village Renovation, LLC, a Wisconsin limited liability company (the "Borrower") and U.S. Bank National Association, as dissemination agent (the "Dissemination Agent") for the above-captioned bonds (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of July 1, 2020 (the "Indenture") between the Wisconsin Housing and Economic Development Authority (the "Issuer") and U.S. Bank National Association, as trustee (the "Trustee"). Pursuant to the Indenture and the Loan Agreement, dated as of July 1, 2020 between the Issuer and the Borrower (the "Loan Agreement"), the Dissemination Agent and the Borrower covenant and agree as follows:

**Section 1. Purpose of the Continuing Disclosure Agreement.** This Continuing Disclosure Agreement is being executed and delivered by the Borrower and the Dissemination Agent for the benefit of the Holders and in order to assist the Underwriter in complying with the Rule (defined below). The Borrower and the Dissemination Agent acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Continuing Disclosure Agreement, and has no liability to any Person, including any holder of the Bonds or Beneficial Owner, with respect to any such reports, notices or disclosures.

**Section 2. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

*"Annual Budget"* shall mean the Annual Budget provided by the Borrower pursuant to, and as described in, Section 6 of this Continuing Disclosure Agreement.

*"Annual Report"* shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Continuing Disclosure Agreement.

*"Audited Financial Statements"* means, in the case of the Borrower, the annual audited financial statements of the Borrower prepared in accordance with generally accepted accounting principles, if any.

*"Beneficial Owner"* shall mean any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including Persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

*"Disclosure Representative"* shall mean, with respect to the Borrower, the administrator of the Project or his or her designee, or such other Person as the Borrower shall designate in writing to the Dissemination Agent from time to time.

*"Dissemination Agent"* shall mean U.S. Bank National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Borrower and which has filed with the Trustee a written acceptance of such designation.

*"Financial Obligation"* means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

*"Material Events"* shall mean any of the events listed in Section 5(a) of this Continuing Disclosure Agreement.

*"MSRB"* means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934. All documents provided to the MSRB shall be in an electronic format and accompanied by identifying information, as prescribed by the MSRB. Initially, all document submissions to the MSRB pursuant to this Continuing Disclosure Agreement shall use the MSRB's Electronic Municipal Market Access (EMMA) system at www.emma.msrb.org.

"*Periodic Reports*" shall mean the Periodic Reports provided by the Borrower pursuant to, and as described in, Section 5 of this Continuing Disclosure Agreement.

*"Rule"* means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Underwriter*" means Colliers Securities LLC, and its successors and assigns.

**Section 3. Provision of Annual Reports.** (a) The Borrower will, or will cause the Dissemination Agent to, not later than 150 days following the end of the Borrower's fiscal year, commencing with the fiscal year ending in 2020, provide to the MSRB an Annual Report which is consistent with the requirements described below. No later than 15 Business Days prior to said date, the Borrower will provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). In each case, the Annual Report of the Borrower may be submitted as a single document or as separate documents comprising a package and may cross reference other information, provided that the audited financial statements for the prior calendar year of the Borrower may be submitted separately from the balance of its Annual Report.

(b) If by the date specified in subsection (a) for providing an Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent will contact the Disclosure Representative to determine if the Borrower is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent will send a notice to the MSRB in substantially the form attached as Exhibit B to this Continuing Disclosure Agreement.

**Section 4. Content of Annual Reports.** The Borrower's Annual Report will contain or incorporate by reference the financial information or operating data with respect to the Project, provided at least annually, specifically: (i) audited financial statements; (ii) if not part of the audited financial statements, a certified rent roll for the Project, the actual capital expenditures for the Project during such period and a comparison of the budgeted income and expenses and the actual income and expenses for such period for the Project; (ii) in the case of each fiscal year commencing on or after January 1, 2022, a calculation of the Debt Service Coverage Ratio for the Bonds; (iii) a calculation of the Net Income

Available for Debt Service, if any, for such fiscal year; and (iv) a statement of the balances in each of the Funds and Accounts established under the Indenture. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report will contain unaudited financial statements in a format similar to the financial statements contained in the final Limited Offering Memorandum, and the audited financial statements will be filed in the same manner as the Annual Report when they become available; and

Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandum of debt issues with respect to which the Borrower is an "Obligated Person" (as defined by the Rule), which have been filed with the MSRB. The Borrower will clearly identify each such other document so incorporated by reference.

**Section 5. Provision of Periodic Reports**.

(a) The Borrower shall, or shall cause the Dissemination Agent to, not later than 45 days after the end of each fiscal quarter, provide electronically to the MSRB, a copy of consolidated unaudited quarterly financial statements (including a current rent roll for the Project with physical and economic occupancy data).

(b) The Borrower shall, or shall cause the Dissemination Agent to, not later than 20 days after the end of each month, provide electronically to the MSRB: (i) an income statement for the Project for the preceding month; (ii) physical and economic occupancy data for the Project for the preceding month; and (iii) a third-party inspection report containing information on each construction draw and the status of rehabilitation during the rehabilitation period.

(c) If by the date specified in subsections (a) or (b) for providing a Periodic Report to the MSRB, the Dissemination Agent has not received a copy of the Periodic Report, the Dissemination Agent will contact the Disclosure Representative to determine if the Borrower is in compliance with subsections (a) or (b).

(d) If the Dissemination Agent is unable to verify that a Periodic Report has been provided to the MSRB by the date required in subsections (a) or (b), the Dissemination Agent will send a notice to the MSRB in substantially the form attached as Exhibit B to this Continuing Disclosure Agreement.

**Section 6. Provision of Annual Budgets.** (a) The Borrower shall, or shall cause the Dissemination Agent to, not later than 30 days after the first day of each fiscal year provide electronically to the MSRB, an Annual Budget for the following fiscal year.

(b) If by the date specified in subsection (a) for providing an Annual Budget to the MSRB, the Dissemination Agent has not received a copy of the Annual Budget, the Dissemination Agent will contact the Disclosure Representative to determine if the Borrower is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Budget has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent will send a notice to the MSRB in substantially the form attached as Exhibit B to this Continuing Disclosure Agreement.

**Section 7. Reporting of Material Events.** (a) This Section shall govern the giving of notices of the occurrence of any of the following events (each, a "Material Event"):

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulty;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulty;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the Bonds, if material (including the failure to pay when due the Housing Assistance Payments by the United States of America, acting through the Department of Housing and Urban Development ("HUD"));

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Borrower;

(xiii) The consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent, if material;

(xv) Incurrence of a Financial Obligation of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Borrower, any of which affect Holders, if material; and

(xvi) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Borrower, any of which reflect financial difficulties.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Material Event, pursuant to subsection (c) of this Section or otherwise, provide the Disclosure Representative with notice (by facsimile transmission confirmed by telephone). The Dissemination Agent shall not be deemed to have actual knowledge of those items listed in Section 7(a) above without the Dissemination Agent having received written notice of such event from the Borrower, provided, however, while the Dissemination Agent is also the Trustee, the Dissemination Agent shall be deemed to have actual knowledge of those items listed in clauses (i) and (xiv).

(c) Whenever the Borrower obtains knowledge of the occurrence of a potential Material Event, the Borrower shall, within five (5) Business Days of obtaining such knowledge and in any event no more than seven (7) Business Days after the occurrence of such event, determine if such event is in fact a Material Event that is required by the Rule to be disclosed and provide the Dissemination Agent with notice and instructions pursuant to subsections (d) or (e) below, as applicable.

(d) If the Borrower has determined that a Material Event is required to be disclosed, then the Borrower shall prepare a written notice describing the Material Event and provide the same to the Dissemination Agent along with instructions to file the same pursuant to subsection (f) below.

(e) If the Borrower determines that an event is not required to be disclosed as a Material Event then the Borrower shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been provided with a written notice describing a Material Event pursuant to subsection (c) of this Section or otherwise, and is instructed by the Borrower to report the occurrence of such Material Event, the Dissemination Agent shall, within three (3) Business Days of its receipt of such written notice, provided that the Borrower has complied with the notice requirements set forth in subsection (c), and no more than ten (10) Business Days after the occurrence of the Material Event, file the notice with the MSRB and send a copy to the Borrower. The foregoing notwithstanding, notice of a Material Event described in subsections (a)(viii) and (ix) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Holders of affected Bonds pursuant to the Indenture.

**Section 8. Amendment; Waiver.** Notwithstanding any other provision of this Continuing Disclosure Agreement, the Borrower and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Trustee will agree to any amendment so requested by the Borrower) and any provision of this Continuing Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions described under paragraph (a) under "Provision of Annual Reports," "Contents of Annual Reports" or paragraph (a) under "Reporting of Material Events," it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an Obligated Person with respect to the Bonds or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the Borrower will describe such amendment in the next Annual Report and will include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Borrower. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change will be given in the same manner as for a Material Event under Section 7(f) hereof and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 9. Default.** In the event of a failure of the Borrower or the Dissemination Agent to comply with any provision of this Continuing Disclosure Agreement, the Dissemination Agent may (and, at the request of the Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds, will), or the Borrower or any Holder or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking, or specific performance by court order, to cause the Borrower or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement will not be deemed an Event of Default under the Indenture or the Loan Agreement, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the Borrower or the Dissemination Agent to comply with this Continuing Disclosure Agreement will be an action to compel performance.

**Section 10. Beneficiaries.** This Continuing Disclosure Agreement will inure solely to the benefit of the Borrower, the Trustee, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds and will create no rights in any other Person or entity.

**Section 11. Additional Information.** Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the Borrower chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the Borrower shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

**Section 12. Duties, Immunities and Liabilities of Dissemination Agent.** Article IX of the Indenture is hereby made applicable to this Continuing Disclosure Agreement as if this Continuing Disclosure Agreement were (solely for this purpose) contained in the Indenture and the Dissemination Agent shall be entitled to the same protections, limitations from liability and indemnities afforded the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and the Borrower agrees to indemnify and save the Dissemination Agent, the Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their rights, obligations, powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Borrower under this Section shall survive the termination of this Continuing Disclosure Agreement, the resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent and the Trustee shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Borrower, the Holders, or any other party. Neither the Trustee or the Dissemination Agent shall have any liability to the Holders or any other party for any monetary damages or financial liability of any kind whatsoever related to or arising from the breach of this Continuing Disclosure Agreement.

The Dissemination Agent agrees to disseminate the information provided to it hereunder in the form delivered by the Borrower. The Dissemination Agent is acting hereunder solely in an agency capacity and as such is merely a conduit for the Borrower, and shall have no liability or responsibility for the form, content, accuracy or completeness of any information furnished hereunder. Any such information may contain a legend to that effect.

The Dissemination Agent shall have no obligation to make disclosure concerning the Bonds, the Project or any other matter except as expressly set out herein, provided that no provision of this Continuing Disclosure Agreement shall limit the duties, trusts, rights, powers or obligations of the Trustee under the Indenture. The fact that the Dissemination Agent or affiliate thereof has or may have any banking, fiduciary or other relationship with the Borrower or any other party in connection with the Project or otherwise, apart from the relationship created by this Continuing Disclosure Agreement, shall not be construed to mean that the Dissemination Agent or affiliate thereof has knowledge or notice of any event or condition relating to the Bonds or the Project except in its respective capacities under this Continuing Disclosure Agreement.

No provision of this Continuing Disclosure Agreement shall require or be construed to require the Borrower or the Dissemination Agent to interpret or provide an opinion concerning any information disclosed hereunder.

The Annual Report and Periodic Report may contain such disclaimer language as the Borrower may deem appropriate. Any information disclosed hereunder by the Dissemination Agent may contain such disclaimer language as the Dissemination Agent may deem appropriate.

The Borrower hereby agrees to compensate the Dissemination Agent for the services provided and the expenses incurred pursuant to this Continuing Disclosure Agreement, in an amount to be agreed upon from time to time hereunder, and to reimburse the Dissemination Agent upon its request for all reasonable expenses, disbursements and advances incurred by the Dissemination Agent hereunder (including any reasonable compensation and expenses of counsel) except any such expense, disbursement or advance that may be attributable to its negligence or willful misconduct.

The Dissemination Agent may consult with counsel of its choice and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon, it being understood that for purposes of this provision, that such counsel may be counsel to the Borrower.

No provision of this Continuing Disclosure Agreement shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights of powers.

**Section 13. Notices.** Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given at the addresses set forth in the Indenture. Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices of communications should be sent, effective only upon receipt.

**Section 14. Governing Law.** This Continuing Disclosure Agreement shall be governed by the laws of the State of Wisconsin.

**Section 15. Termination of this Continuing Disclosure Agreement.** This Continuing Disclosure Agreement may be terminated by any party to this Continuing Disclosure Agreement upon thirty days' written notice of termination delivered to the other party or parties to this Continuing Disclosure Agreement; provided the termination of this Continuing Disclosure Agreement is not effective until (i) the Borrower, or its successor, enters into a new continuing disclosure agreement with a dissemination agent who agrees to continue to provide, to the MSRB and the Beneficial Owners of the Bonds, all information required to be communicated pursuant to the rules promulgated by the Securities and Exchange Commission or the MSRB, (ii) a nationally recognized bond counsel or counsel expert in federal securities laws provides an opinion that the new continuing disclosure agreement is in compliance with all applicable state and federal securities laws, and (iii) notice of the termination of this Continuing Disclosure Agreement is provided to the MSRB.

The Dissemination Agent shall be fully discharged at the time any such termination is effective. Also, this Continuing Disclosure Agreement shall terminate automatically upon (i) payment or provisions for payment of the Bonds, or (ii) when all of the Bonds are or are deemed to be no longer outstanding by reason of redemption or legal defeasance or at final maturity.

**Section 16. Counterparts.** This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 17. Electronic Signatures.** The parties agree that the electronic signature of a party to this Continuing Disclosure Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Continuing Disclosure Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

[Remainder of Page Intentionally Left Blank]

[Borrower's Signature Page to Continuing Disclosure Agreement]

**CB MEADOW VILLAGE RENOVATION, LLC,**
a Wisconsin limited liability company

By: CB Meadow Village MM, LLC,
a Wisconsin limited liability company,
its Managing Member

By: ______________________________
______________________________
______________________________

[Counterpart Signature Page to Continuing Disclosure Agreement]

**U.S. BANK NATIONAL ASSOCIATION,**
as Dissemination Agent

By: ________________________________________
Name: ________________________________________
Title: ________________________________________

**EXHIBIT A**

**ANNUAL REPORT**

**$9,220,000**
**WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY**
**MULTIFAMILY HOUSING BONDS**
**(MEADOW VILLAGE PROJECT)**
**2020 SERIES A**

Report for Period Ending ____________

THE PROJECT

Name: Meadow Village
Address: ___________________________
Occupancy: ___________________________
Number of Units: _________________________
Number of Units Occupied as of Report Date: ___________________________

OPERATING HISTORY OF THE PROJECT

The following table sets forth a summary of the operating results of the Project for fiscal year ended_____ _____________, as derived from the Borrower's [un]audited financial statements.

Revenues
Operating Expenses[1]
Net Operating Income
Debt Service on the Loan
Net Operating Income/(Loss)
After Debt Service

The average occupancy of the Project for the fiscal year ended _______________, ______ was __%.

[1]Excludes depreciation and other non-cash expenses, includes management fee.

The undersigned certifies that this certificate complies with the requirements of Section 4 of the Continuing Disclosure Agreement for the above-referenced bonds.

**CB MEADOW VILLAGE RENOVATION, LLC,**
a Wisconsin limited liability company

By: CB Meadow Village MM, LLC,
a Wisconsin limited liability company,
its Managing Member

By: ___________________________________
___________________________________
___________________________________

## EXHIBIT B

## NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF FAILURE TO FILE [QUARTERLY/ANNUAL REPORT] [ANNUAL BUDGET]

| | |
|---|---|
| Name of Issuer: | Wisconsin Housing and Economic Development Authority |
| Name of Bond Issue: | $9,220,000 Multifamily Housing Bonds (Meadow Village Project) 2020 Series A |
| Name of Borrower: | CB Meadow Village Renovation LLC, a Wisconsin limited liability company |
| Date of Issuance: | July 14, 2020 |

NOTICE IS HEREBY GIVEN that the above-referenced borrower (the "Borrower") has not provided [a Periodic Report] [an Annual Report] [an Annual Budget] in connection with the above-named bonds (the "Bonds") as required by a Continuing Disclosure Agreement, dated as of July 14, 2020 (the "Continuing Disclosure Agreement"), between the Borrower and U.S. Bank National Association, as dissemination agent (the "Dissemination Agent"). The undersigned has been informed by the Borrower that it anticipates that the [Periodic Report] [Annual Report] [Annual Budget] will be filed by _________________.

Dated:

**U.S. BANK NATIONAL ASSOCIATION,**
as Dissemination Agent

By: ___________________________________
Title: ___________________________________

cc: Borrower

# APPENDIX F

# MARKET STUDY

(see attached)

***MARKET STUDY***

***OF***

***MEADOW VILLAGE TOWNHOUSES***
***Family Subsidized Rental Housing***

***MILWAUKEE, WISCONSIN***

***MARKET CONSULTING SERVICES, LLC***
1004 Highway C, Grafton, Wisconsin 53024
Phone: 262-240-0340 Fax: 303-997-1930

***MARKET CONSULTING SERVICES, LLC***
1004 Highway C, Grafton, Wisconsin 53024
Phone: 262-240-0340 Fax: 303-997-1930

December 27, 2018

Andy Hughes
CommonBond Communities
1080 Montreal Avenue
St Paul, MN 55116

Dear Mr. Hughes:

In accordance with your request, we have prepared a market study for a proposed rehabilitation of an existing 90 unit subsidized family housing development known as Meadow Village Townhouses. The property is located at 1400 - 1500 N. 17th Street, Milwaukee, Wisconsin. The property is to be rehabilitated and operated under the Section 42 tax credit program, as well as, continued operation as a subsidized Section 8 rent subsidy property.

The appraised property consists of a 90-unit complex situated on a 7.421 acre site; 16 two-story walk-up buildings intended for general occupancy are included. The unit mix includes one, three and four bedroom units; three and four bedroom units have two story townhouse designs. The appraised property was constructed in 1977 and contains a total gross building area of 95,193 square feet exclusive of approximately 42,700 square feet of basement space.

All of the subject's units have been subsidized by a Section 8, Housing Assistance Payments Agreement ("HAP Agreement") since approximately the mid-1970's. The original 20-year HAP Contract has expired and has been renewed several times, most recently on September 1, 2016; this HAP Agreement will next expire as of August 31, 2021 after which we assume will again be renewed. The subject's units must be rented to tenants having household incomes at or below 80% of the Milwaukee Area Median Income ("AMI"). Rents payable by all tenants may not exceed 30% of their monthly income. In exchange, the subject's owner receives a rent subsidy payment from the government for the difference between the actual amount of rent paid by the tenant and approved Contract Rents.

For tax credit purposes, the subject will reserve 63 units at the 50% AMI level and 27 units at the 60% AMI level.

This study seeks to estimate market rents and determine whether sufficient demand exists for a rehabilitated subsidized family development comprising two-story buildings containing 1 one bedroom apartment, 69 three bedroom townhouse units and 20 four bedroom townhouse units intended for family occupancy. We have conducted a demographic analysis for the property's its family units. The site, the existing buildings, and the subject's market area were inspected during December 2018.

In addition to the inspection of the subject site, we reviewed competitive rental facilities and linkages in the market area and analyzed demographic data of the area. We interviewed municipal government officials, regional economic development personnel, multi-family property owners and managers.

We invite your attention to the market study which documents our descriptions, analyses and conclusions. If you have any questions regarding our descriptions, analyses and conclusions, or require further information about this report, please contact the undersigned.

Respectfully submitted,

***MARKET CONSULTING SERVICES, LLC***

Scott McLaughlin
Wisconsin Certified General Appraiser #646

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## EXECUTIVE SUMMARY

| | |
|---|---|
| Property: | Meadow Village Townhouses<br>1400 1500 N. 17th Street, Milwaukee, WI |
| Market Area: | Milwaukee County Zip Codes 53205 & 53233 |
| Site Size: | 7.421 acres |
| Improvements: | The improvements consist of an apartment complex that was built in 1977. Sixteen (16) two story, walk-up buildings house 90 one, three and four bedroom units. Three and four bedroom units have two level townhouse floor plans. All units have private basements. These buildings amount 95,193 square feet of above-grade gross building area exclusive of 42,700 square feet of basement space; its apartment units total to 94,943 square feet of net rentable area. Common areas include a project office. |
| Rent Subsidy: | The subject has been subsidized with a Section 8 Housing Assistance Payment ("HAP Agreement") rent assistance contract since original construction. Its original 20-year HAP Agreement expired and has been renewed several times. Its current HAP Agreement will next expire as of August 31, 2021 after which we understand will again be renewed. |
| Capital Improvements: | Overall, the general condition of this property is considered above average considering recent on-going capital improvements. The subject's buyer intends to complete significant further capital improvements including: cabinetry/appliance and flooring update/replacement for units that haven't been recently remodeled, ADA conversion of units for required # by HUD – TBD exact number, siding replacement/repair where it is damaged or not recently replaced, parking lot re-paving, adding playground to property, window replacement for older/leaking windows, electrical and plumbing updates where needed and installing additional cameras on the property for security. |
| Income Restrictions & Rents: | All are reserved at the 80% Area Median Income ("AMI") income level for Section 8 purposes, but, 63 units and 27 units will be reserved at the 50% and 60% AMI income levels respectively for tax credit purposes. Concluded subsidized rents, Net Tax Credit Rents and current estimated Market Rents are summarized below: |

## MEADOW VILLAGE
## Rent Summary

| Unit Type | Size | Count | Current Restricted Rent | Utility Allowance | Net Tax Credit Rent | Estimated Market Rent |
|---|---|---|---|---|---|---|
| 1 BR/1 BA 60% AMI | 754 | 1 | $717 | $125 | $745 | $750 |
| 3 BR/1.5 BA 50% AMI | 1,001 | 49 | $1,000 | $125 | $880 | $1,100 |
| 3 BR/1.5 BA 60% AMI | 1,001 | 20 | $1,000 | $172 | $1,034 | $1,100 |
| 4 BR/1.5 BA 50% AMI | 1,256 | 14 | $1,095 | $172 | $949 | $1,200 |
| 4 BR/1.5 BA 60% AMI | 1,256 | 6 | $1,095 | $194 | $1,151 | $1,200 |
| Total | | 90 | | | | |

Utility Charges: Unit heat and electric are tenant-paid. Water/sewer charges are owner-paid.

Supportive Services: The subject's owner does not intend to provide or coordinate the delivery of supportive services to tenants.

Market Analysis Conclusions:

## MARKET PERFORMANCE STATISTICS
## Zip Codes 53205 & 53233

| | |
|---|---|
| Subject Units | 90 |
| Lower Income Limit | $0 |
| Upper Income Limit | $41,750 |
| Target Market Households | 5,689 |
| Comparable Units - Subsidized (1) | 238 |
| Comparable Units - Tax Credit (1) | 0 |
| Comparable Units - Market Rate (1) | 0 |
| Total Comparable Units | 238 |

### Demand and Supply Ratios

| | |
|---|---|
| Capture Rate - (2) | 1.6% |
| Penetration Rate (3) | 5.8% |

(1) Includes 6 competing non-senior subsidized property in the market area.

(2) The percentage of target market required for subject full occupancy - Subject units divided by Target Market.

(3) The percentage of the target market reqired for the subject and its competition to maintain full occupancy - Subject units plus competitive units divided by Target Market.

| | |
|---|---|
| Stabilized Occupancy | 5% |
| Absorption - Units Per Month | N/A |

## PROJECT DESCRIPTION

### SITE DESCRIPTION

The subject site is 7.421 acres in size and occupies the northeast corner of the intersection of Vliet Street and 17th Street. Vehicular access to the site is provided by three curb cuts in an unnamed public street that borders the subject's eastern site boundary and one curb cut in 16th Street. These points of vehicular access lead to several surface parking lots that collectively contain 108 stalls. Streets in the neighborhood are concrete-paved streets with concrete curbs, sidewalks and street lights. The subject land improvements include moderate landscaping consisting of lawn and existing mature trees and other smaller plantings.

The site has a dwelling unit density of 12.1 units per acre which is low for family properties of the subject's vintage in the area. The subject's parking ratio is 1.2 stalls per dwelling unit which we consider to be adequate and above average for neighborhood apartment properties many of which provide no on-site parking; this parking is provided to residents at no additional charge.

The subject land is situated in an area of compatible residential and public uses. Road access and parking are adequate and there were no adverse influences, nuisances, hazards, or easements observed that could have a negative impact on value. The subject site is considered adequate and suitable for a medium to high density residential development.

### ZONING

The subject is zoned as an RM-2 Multifamily district. Apartments are a permitted use at a maximum density of 1,200 square feet per dwelling unit. As such, the site can legally support 269 units under RM-2 design standards. Therefore, the subject is a legal and conforming use with its developed project size of 90 units.

### DESCRIPTION OF IMPROVEMENTS

The following information has been obtained based on our site inspection, and by reports, site reviews and building plans provided to us by the subject's owner. The improvements consist of 16 two-story townhouse buildings. Gross building area of the improvements is 95,193 square feet.

The buildings were constructed in 1977 and renovated in 2002 partly including new siding, roofs, windows, kitchen cabinets, appliances and bathroom vanities. The buildings were constructed of wood framing with brick-veneer and vinyl-sided exteriors. The buildings have pitched roofs surfaced with asphalt shingles. Each unit has a private entrance and private basement with individual gas-fired furnace and hot water heater.

Units are included as follows:

### UNIT SUMMARY

| Unit Type | Total |
|---|---|
| One Bedroom/1 Bath-754 SF Apartment | 1 |
| Three Bedroom/1.5 Bath-1,001 SF Townhouse | 69 |
| Four Bedroom/1.5 Bath-1,256 SF Townhouse | 20 |
| Total | 90 |

The one bedroom unit includes a kitchen, living room, bedroom and bathroom on one level. Although the one-bedroom unit has a garden-style floor plan, it does have a private basement. The townhouse units include a kitchen, dinette area, living room and ½ bath on the first floor along with bedroom(s) and a full bath on the second floor. Each unit includes a private entrance and private basement. Kitchens and bathrooms have vinyl flooring while living rooms, hallways, and bedrooms are carpeted. Kitchen appliances include a range and refrigerator.

Air-conditioning sleeves are located in living rooms walls; the property does not supply tenants with air conditioners. Laundry hookups are located in the basement of each unit. Unit heat, hot water and unit electric are tenant-paid while water/sewer, trash/recycling and common-area electric are owner-paid.

Overall, the functional utility of the building and unit design are considered very good among family subsidized properties in terms of average unit sizes and bathroom count. Its common areas would be considered average to below average in terms of quantity and variety.

## CAPITAL IMPROVEMENTS

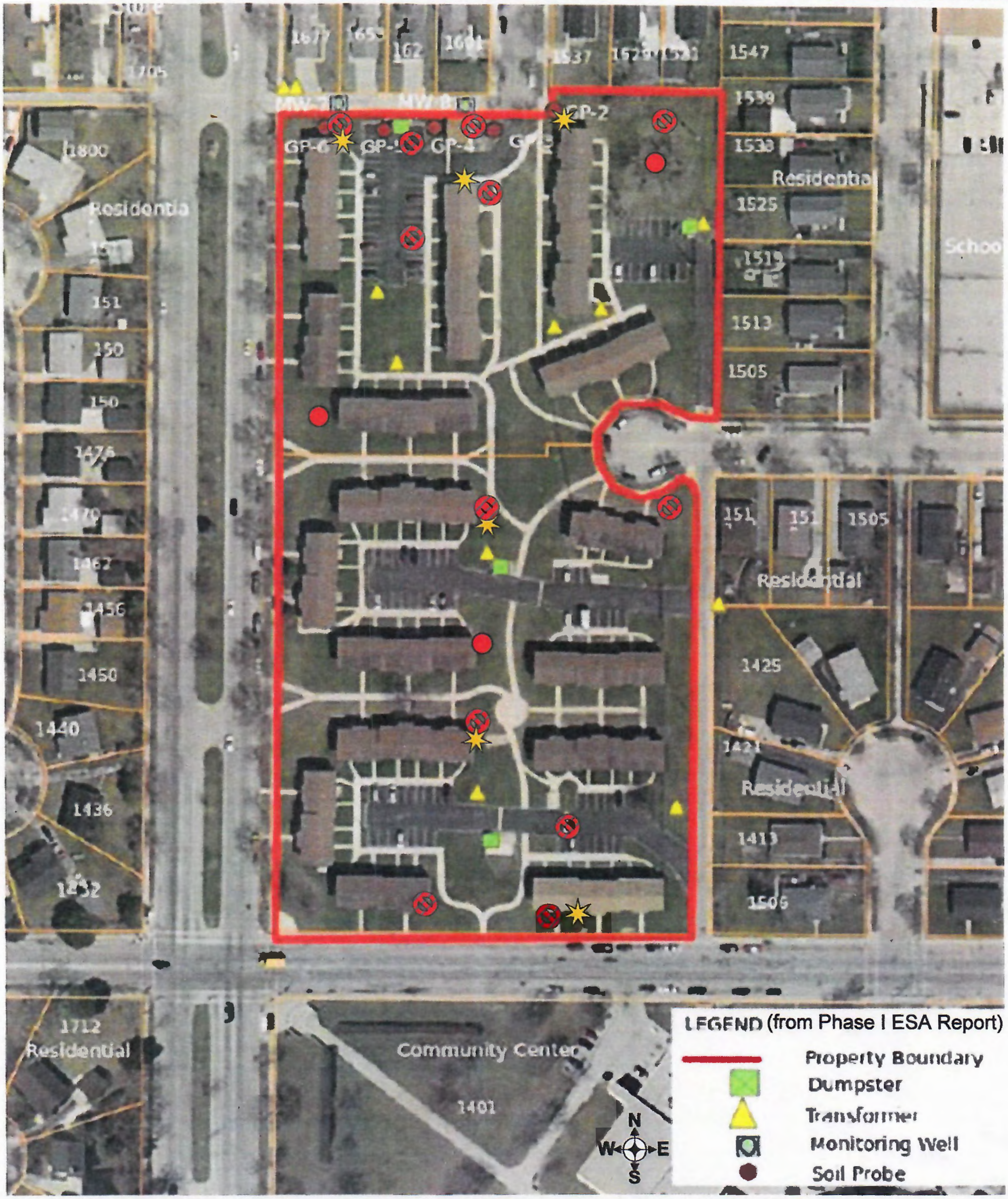
We found the property to be in generally good condition considering its age and considering recent significant capital improvements. During the past five years there has been minimal capital improvement; however, new fencing has been installed along with sidewalk repairs, landscaping and repairs to weather stripping on all exterior doors. On an as-needed basis carpet and appliances have been replaced. Some of the kitchens and bathrooms have been updated as part of unit turnover.

The owner lists the following improvements as having been made since 2015:

New Fences
New Carpeting
New security System and install and cameras
Landscaping including grinding bumps on the sidewalks.
New Sidewalks and steps
New fill around window wells.
Furnace repair and replacements
Replaced almost half of the water heaters
New Locks 180 Lock sets w install

CommonBond Communities proposes such further capital improvements as: cabinetry/appliance and flooring update/replacement for units that haven't been recently remodeled, ADA conversion of units for required # by HUD – TBD exact number, siding replacement/repair where it is damaged or not recently replaced, parking lot repaving, adding playground to property, window replacement for older/leaking windows, electrical and plumbing updates where needed and installing additional cameras on the property for security.

An aerial site plan and representative building plans and photographs of the subject are included on the following pages.




**PROPERTY PLAN AND PROPOSED SAMPLE LOCATIONS**

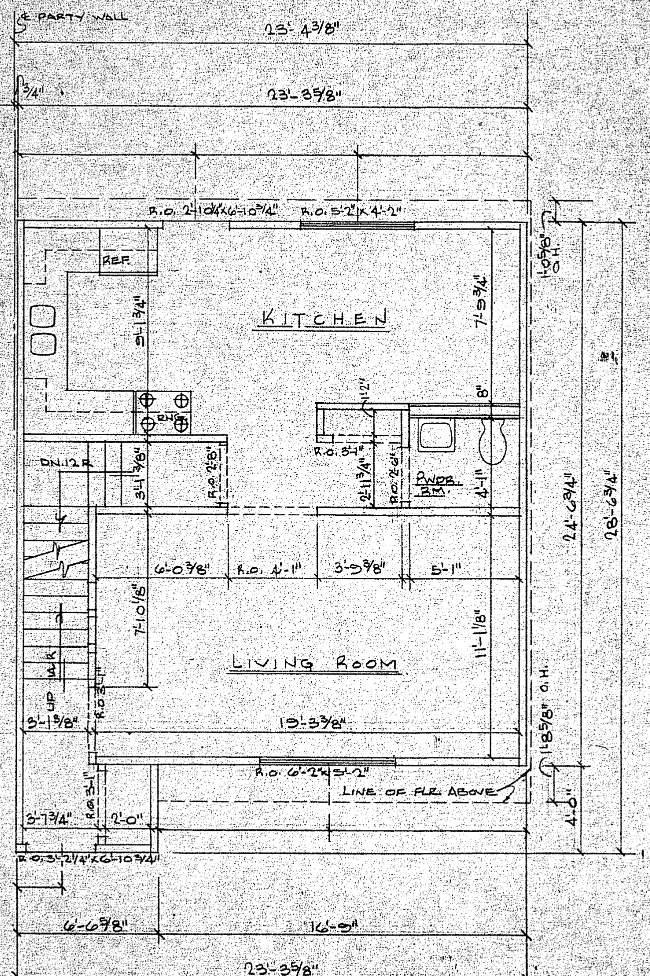
**90-Unit Apartment Complex**
**1400-1500 N. 17th Street**
**Milwaukee, Wisconsin 53205**

Proposed Phase II - 2018

- Soil Sample
- Soil Gas Sample
- Soil and GW Sample

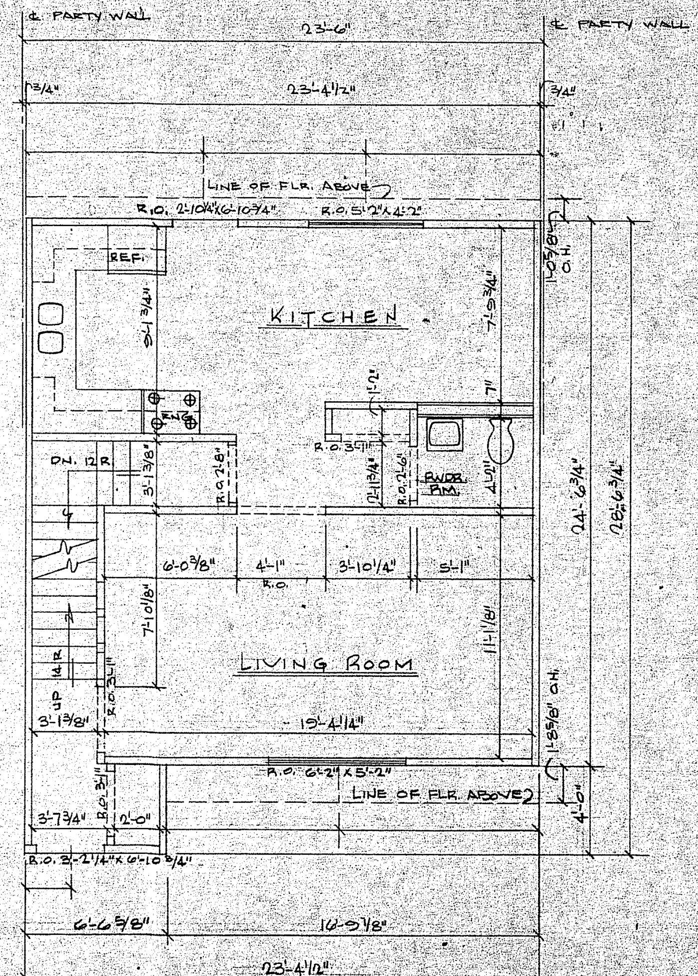
NOVA CONSULTING

Phase II - 2018




FIRST FLOOR PLAN

"END UNIT ONLY"




FIRST FLOOR PLAN

INTERMEDIATE UNIT

NOTES

ALL WALLS 3 5/8" EXCEPT AS NOTED

ALL R.O. HEIGHTS 6'-9 7/16" EXCEPT AS NOTED

REVISIONS

**ALUMINUM COMPANY OF AMERICA**

ALUMIFRAME*

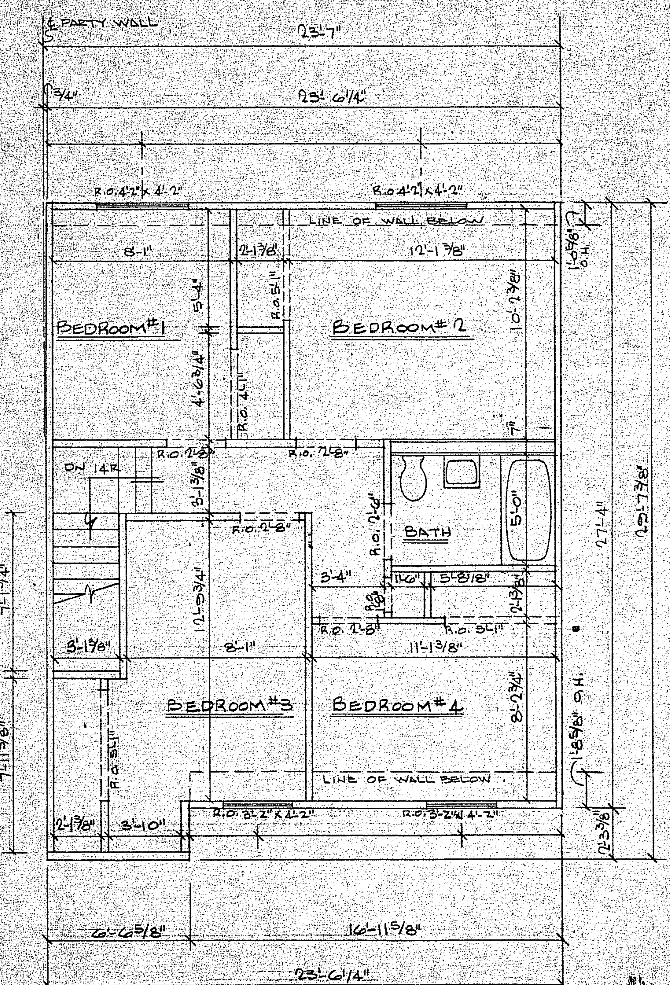
| | |
|---|---|
| CUSTOMER: MEADOWS VILLAGE APTS. | MODEL: 4-BRM. |
| DESCRIPTION: 1st FLOOR PLAN | |
| DRAWN BY: R.J.B | DATE: 10-10-73 |
| CHECKED BY: | |
| DRAWING NO.: AIF | SHEET NO.: 1 OF |

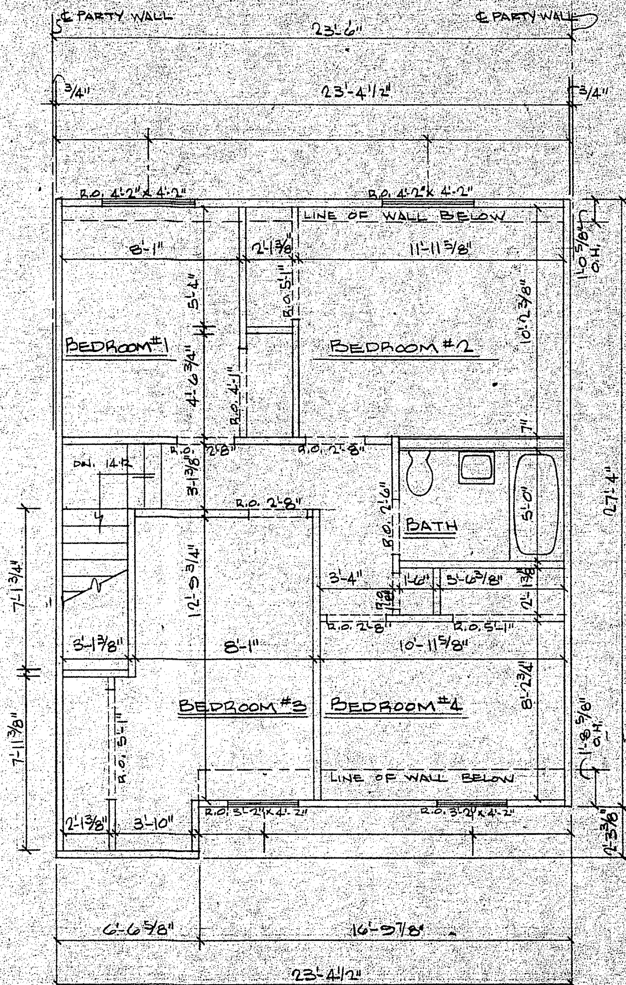
★ TRADEMARK

THIS PRODUCT IS PATENTED UNDER ONE OR MORE OF THE FOLLOWING U. S. PATENTS AND PATENTS PENDING: #2,664,179. #2,736,403. #3,129,792.

PR 1658-173

A. & S. SMITH CO., PGH., PA.




SECOND FLOOR PLAN
"END UNIT ONLY"

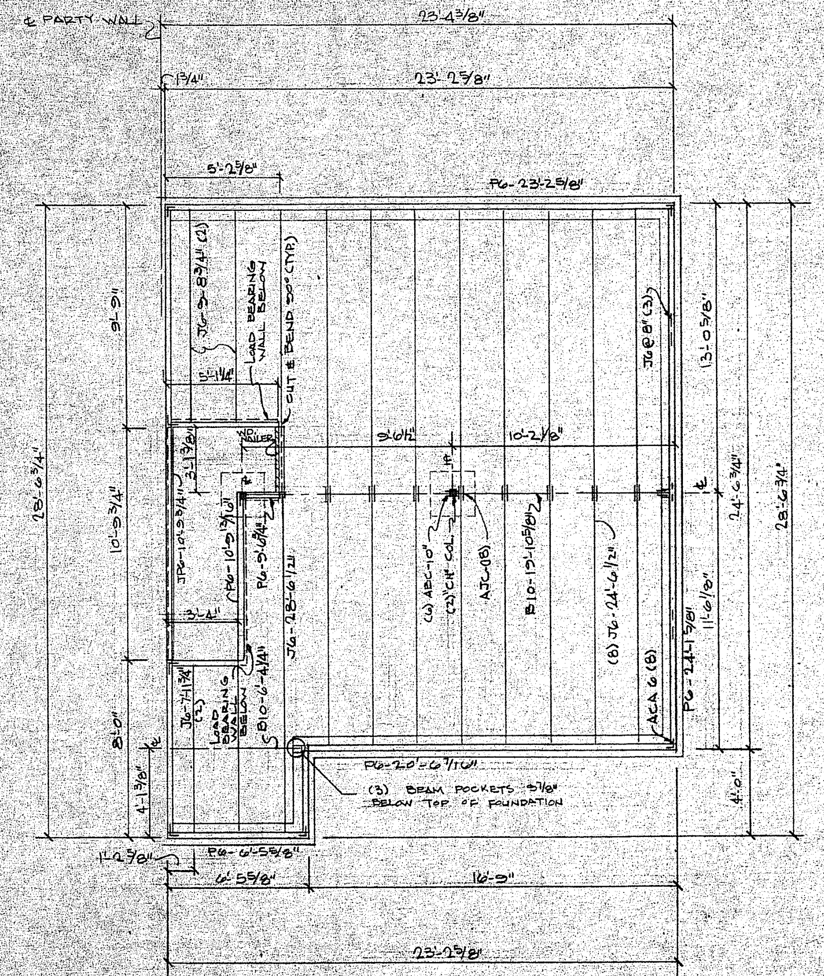
SECOND FLOOR PLAN
"INTERMEDIATE UNIT"

NOTES:
ALL WALLS 3 5/8" EXCEPT AS NOTED
ALL R.O. HEIGHTS 6'-5 7/16" EXCEPT AS NOTED

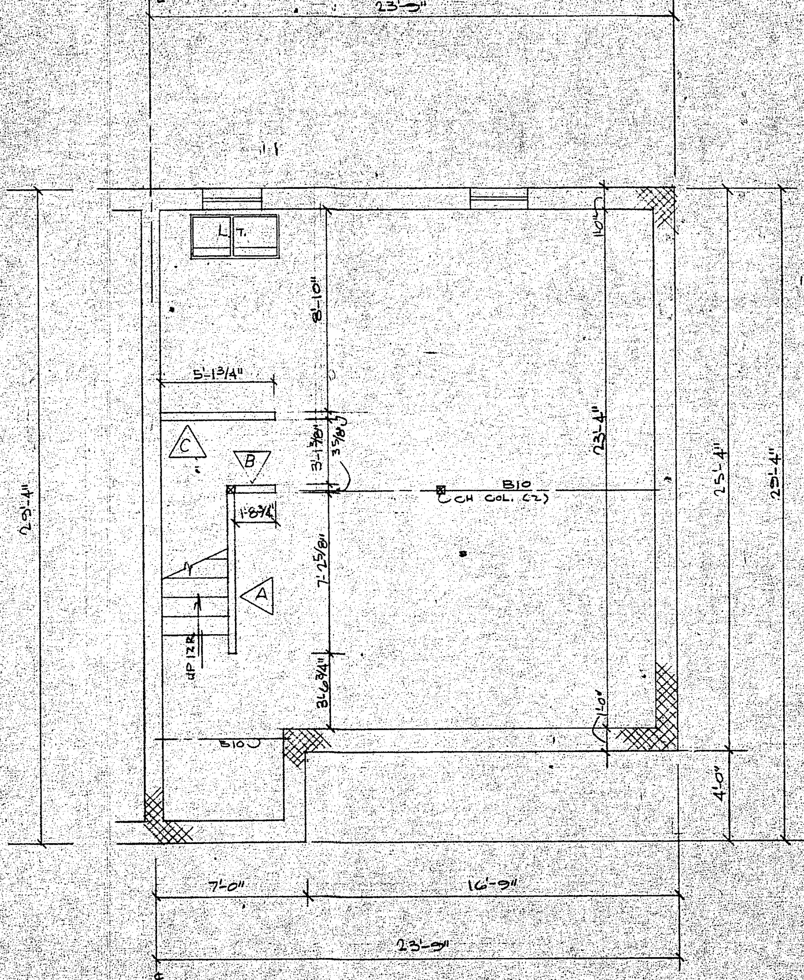
| | |
|---|---|
| REVISIONS | |
| ★ TRADEMARK<br>THIS PRODUCT IS PATENTED UNDER ONE OR MORE OF THE FOLLOWING U. S. PATENTS AND PATENTS PENDING: #2,864,178, #2,736,403, #3,129,792. | **ALUMINUM COMPANY OF AMERICA**<br>ALUMIFRAME★ |
| CUSTOMER | MEADOWS VILLAGE APTS. |
| MODEL | 4 BRM. |
| DESCRIPTION | 2ND FLOOR PLAN |
| DRAWN BY | R.J.B. |
| DATE | 10-10-73 |
| CHECKED BY | |
| DRAWING NO. | A1F- |
| SHEET NO. | 2 OF |

PR 1656-173

A. & H. SMITH CO., PGH., PA.




FIRST FLOOR DECK
END & INTERMEDIATE UNIT




BASEMENT PLAN

NOTE
ALL JOISTS 2'0" O.C. EXCEPT AS NOTED

REVISIONS

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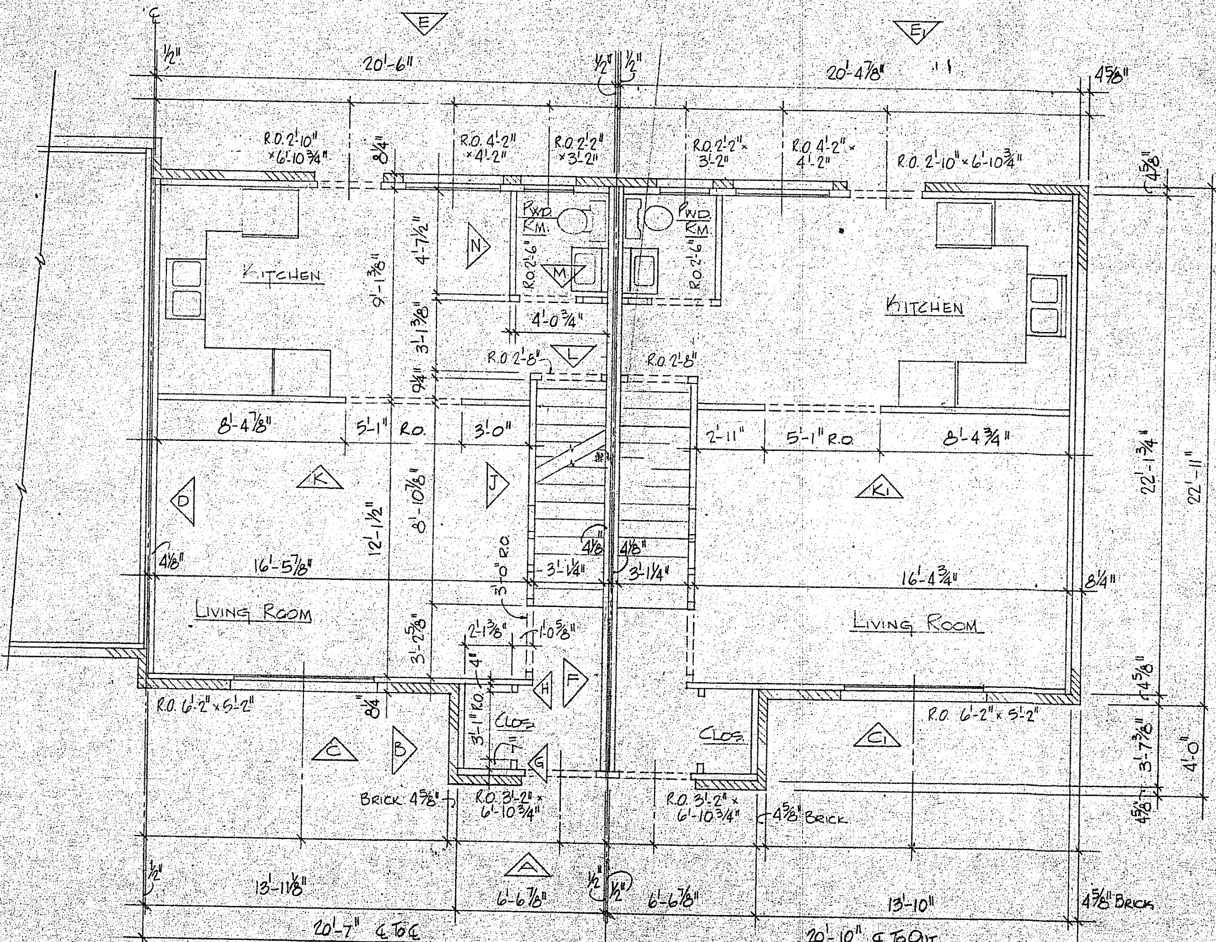
**ALUMINUM COMPANY OF AMERICA**
ALUMIFRAME★

| | | | | |
|---|---|---|---|---|
| CUSTOMER: MEADOWS VILLAGE APTS. | | | | MODEL: 4 BDRM. |
| DESCRIPTION: 1ST FLOOR DECK & BASEMENT PLAN | | | | |
| DRAWN BY: R.J.B. | DATE: 10-12-73 | DRAWING NO.: AIF- | | SHEET NO.: 3 OF |
| CHECKED BY: | | | | |

PR 1658-173

A. B. SMITH CO., PGH., PA.




TYPICAL CENTER UNIT

TYPICAL END UNIT

3

NOTES:

1. BRICK ALLOWANCE IS 4 5/8".
2. ALL STUD WALLS ARE 3 5/8".
3. ALL R.O. HEIGHTS ARE 6'-9 7/16" FROM SUBFLOOR UNLESS NOTED.
4. ALLOW 1" SPACE BETWEEN UNITS

PRINTED
OCT 17 1973
BRUNO J. FRANCESCHI ENGINEER INC.

REVISIONS

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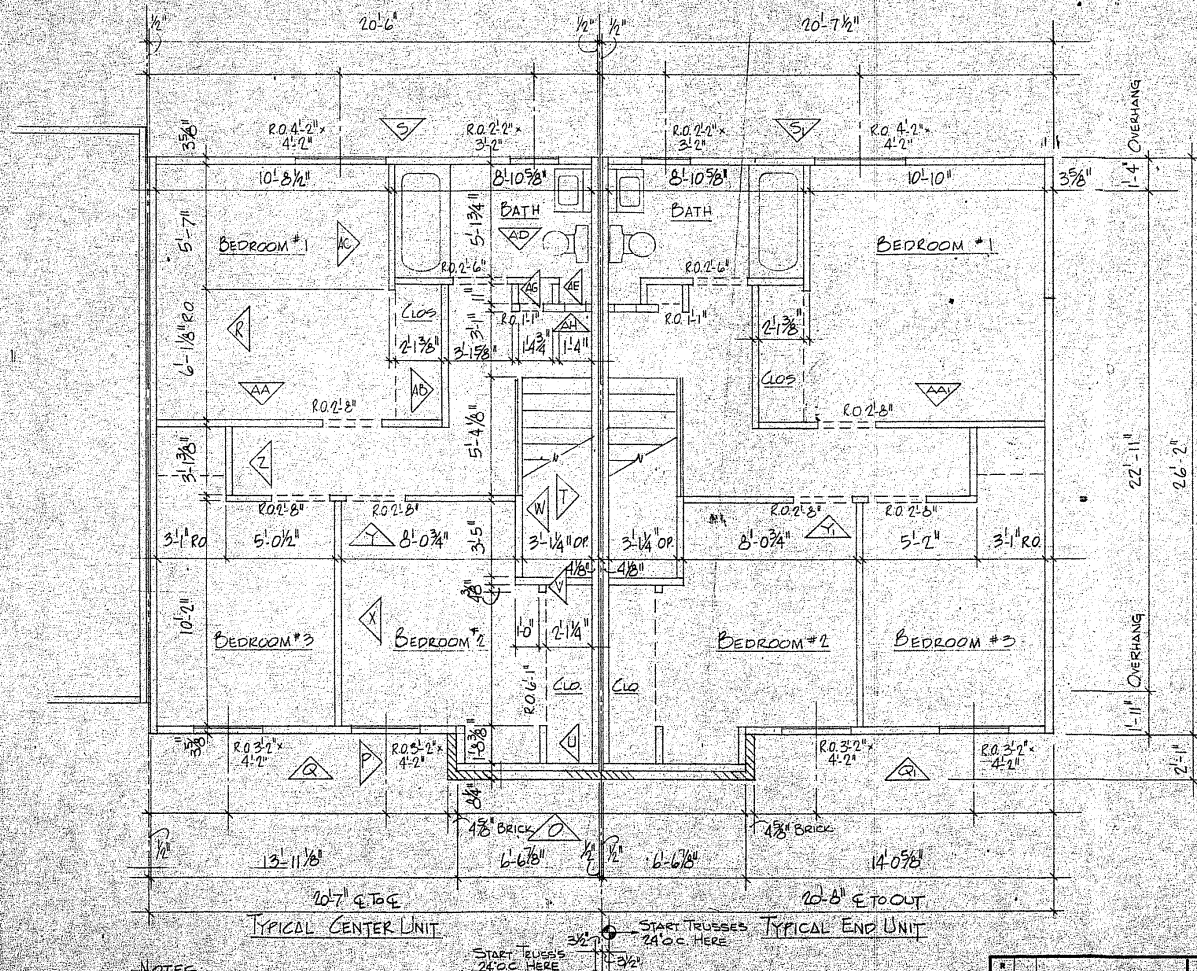
**ALUMINUM COMPANY OF AMERICA**
ALUMIFRAME★

| | | | |
|---|---|---|---|
| CUSTOMER | MEADOWS VILLAGE APTS. | MODEL | 3 BEDRM. |
| DESCRIPTION | TYPICAL FIRST FLOOR PLANS | | |
| DRAWN BY | B. CASTELLAN | DATE | 10-10-73 |
| CHECKED BY | | DRAWING NO. | AIF- |
| SHEET NO. | 1 OF | | |

PR 1656-173




Notes

1. All Walls Are 3 5/8" Unless Noted
2. All Rough Openings Are 6'-9 7/16" From Subfloor.
3. Allow 1" Space Between Party Walls

| | |
|---|---|
| **ALUMINUM COMPANY OF AMERICA** ALUMIFRAME* | |
| Customer: Meadows Village Apts. | Model: 3 Bedrm. |
| Description: Second Floor Plans | |
| Drawn by: B.C. | Date: 10-11-73 |
| Drawing No.: A.I.F. | Sheet No.: 2 of |
| Checked by: | |

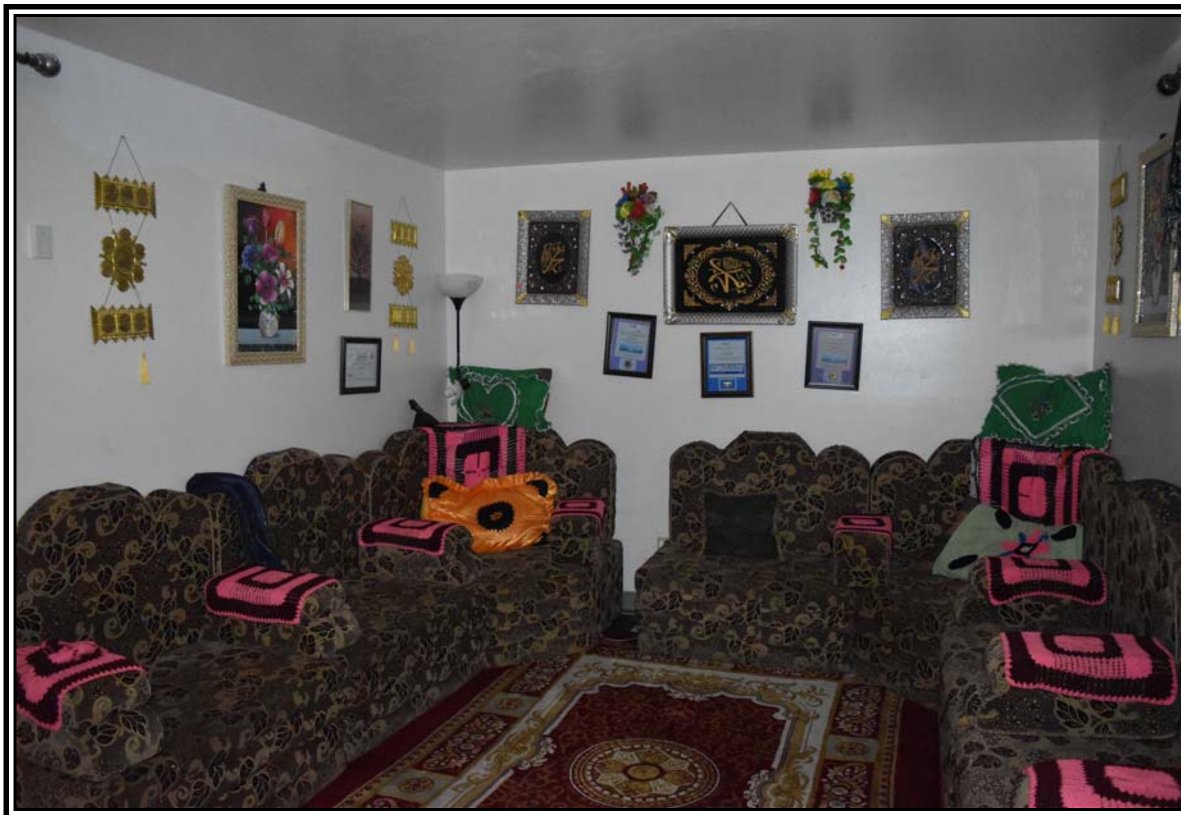
* TRADEMARK
THIS PRODUCT IS PATENTED UNDER ONE OR MORE OF THE FOLLOWING U. S. PATENTS AND PATENTS PENDING: #2,684,179, #2,736,403, #3,129,792.

PR 1650-173

TOP: Meadow Village
BOTTOM: Western View of Vliet Street


TOP: Meadow Village
BOTTOM: Northern View of N. 17th Street

TOP: Eastern View of Galena Street
BOTTOM: Newer Single Family Homes in Neighborhood



TOP: Typical Kitchen
BOTTOM: Typical Living Room

TOP: Typical Bedroom
BOTTOM: Typical Bathroom

TOP: Typical Basement
BOTTOM: Typical Basement

## NEIGHBORHOOD LOCATION & LINKAGES

The subject is located in near north side of Milwaukee west of Interstate 43 and north of Interstate 94. Specifically, the project is situated at 1400 - 1500 N. 17th Street. Major east-west transportation routes include Wisconsin Avenue, Highland Boulevard, Vliet Street and Walnut Street while major north-south routes consist of 20$^{th}$ Street and 16$^{th}$/17$^{th}$ Streets. The Milwaukee central business district is located approximately one mile east of the subject. Marquette University is located .7 mile to the south.

Area property uses consist largely of apartment buildings 30 to 50 years old and one and two family residential buildings that between 60 to 90 years in age. Although the neighborhood includes largely old residential properties, the presence of new low density duplexes and single family home is noted particularly immediately north of the subject; many of these duplexes and single family residences were developed by private developers and the Housing Authority of the City of Milwaukee and have been assisted by tax credit financing. King Park is located directly south of the subject. While commercial property uses are located along North Avenue and 27$^{th}$ Street, the immediate neighborhood is a mixture of residential and institutional uses.

### Neighborhood Linkages

The following linkages exist with respect to the subject site:

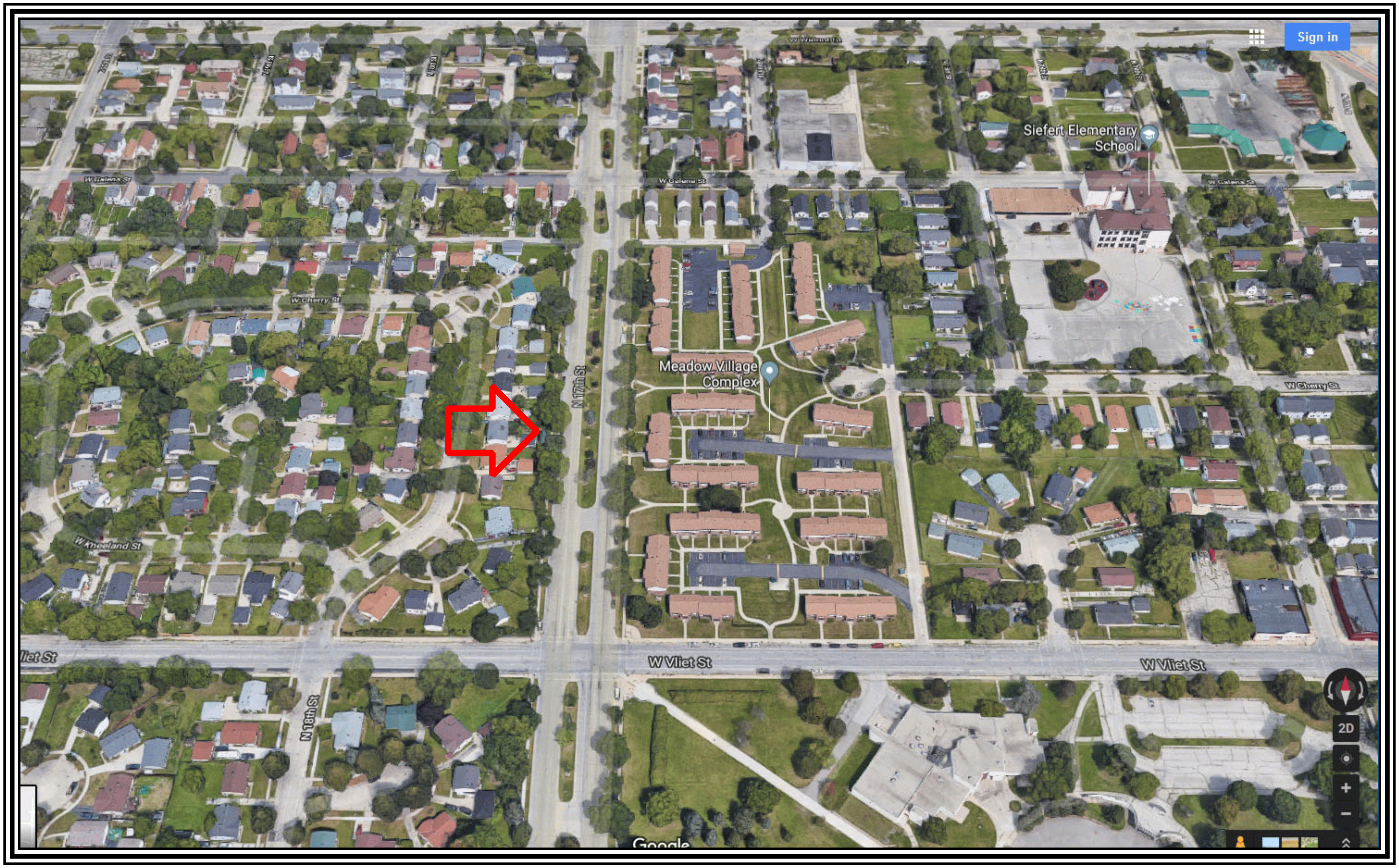
### SUMMARY OF LINKAGES

| | |
|---|---|
| Grocery | No larger, modern grocery stores are located in the immediate vicinity. However, numerous small grocers are located within ½ mile of the subject; our review of the neighborhood indicated over 10 such smaller grocers are located within walking distance. |
| Shopping | No large department stores are located in the subject's neighborhood although downtown Milwaukee shopping is proximate and conveniently located. |
| Medical | Aurora Sinai Medical Center is located less than ½ mile southeast of the subject. A larger medical office complex is located on 12$^{th}$ Street one block north of the Aurora Sinai Medical Center; it houses numerous independent physician's offices. |
| Banks | BMO Harris Bank and US Bank operate branches roughly ½ mile of the subject. |
| Schools | Three elementary schools are located within .75 miles of the subject. |
| Transportation | The Milwaukee County Transit System operates bus service with stops at the subject on 17$^{th}$ Street and Vliet Street. |

Most essential services and community amenities are located in central Milwaukee. Overall, linkages within the subject's neighborhood are considered average to above average.

An Aerial Photograph, an Area Map, a Location & Linkage Map are included on the following pages.

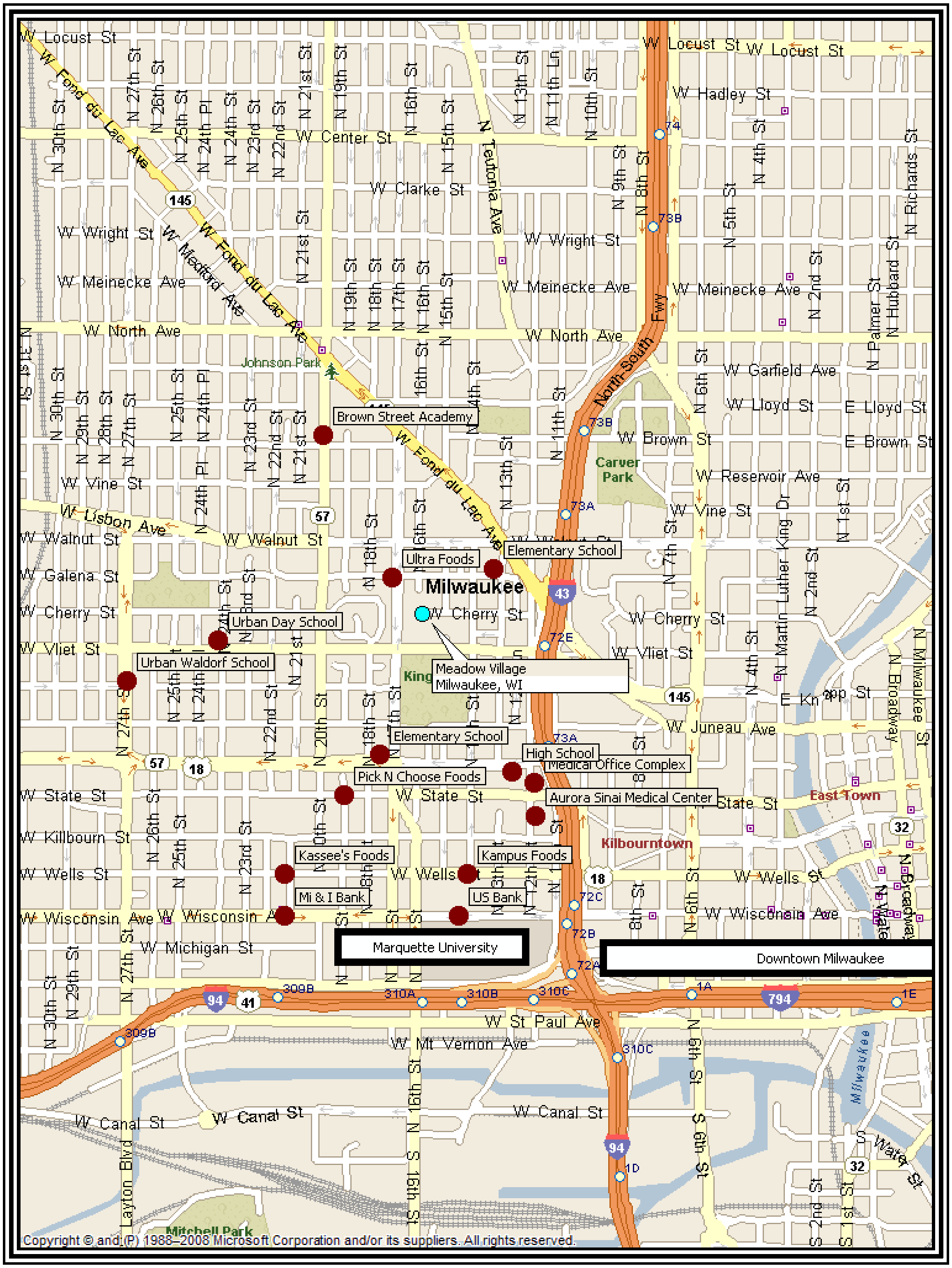
# AERIAL PHOTOGRAPH



# AREA MAP

Meadow Village Apartments
Milwaukee, WI
Germantown
Mequon
Brown Deer
Bayside
Menomonee Falls
River Hills
Fox Point
Glendale
Whitefish Bay
Butler
Shorewood
Lake Michigan
Wauwatosa
Elm Grove
Juneautown
East Town
Milwaukee
Brookfield
Historic Third Ward
West Allis
West Milwaukee
Port of Milwaukee
Lake Express Ferry
Walker's Point
New Berlin
Greenfield
St Francis
Cudahy
General Mitchell Field
Hales Corners
Greendale
Holy Sepulcer Cemetery
Tess Corners
South Milwaukee
Muskego
Franklin
Oak Creek
Carrollville

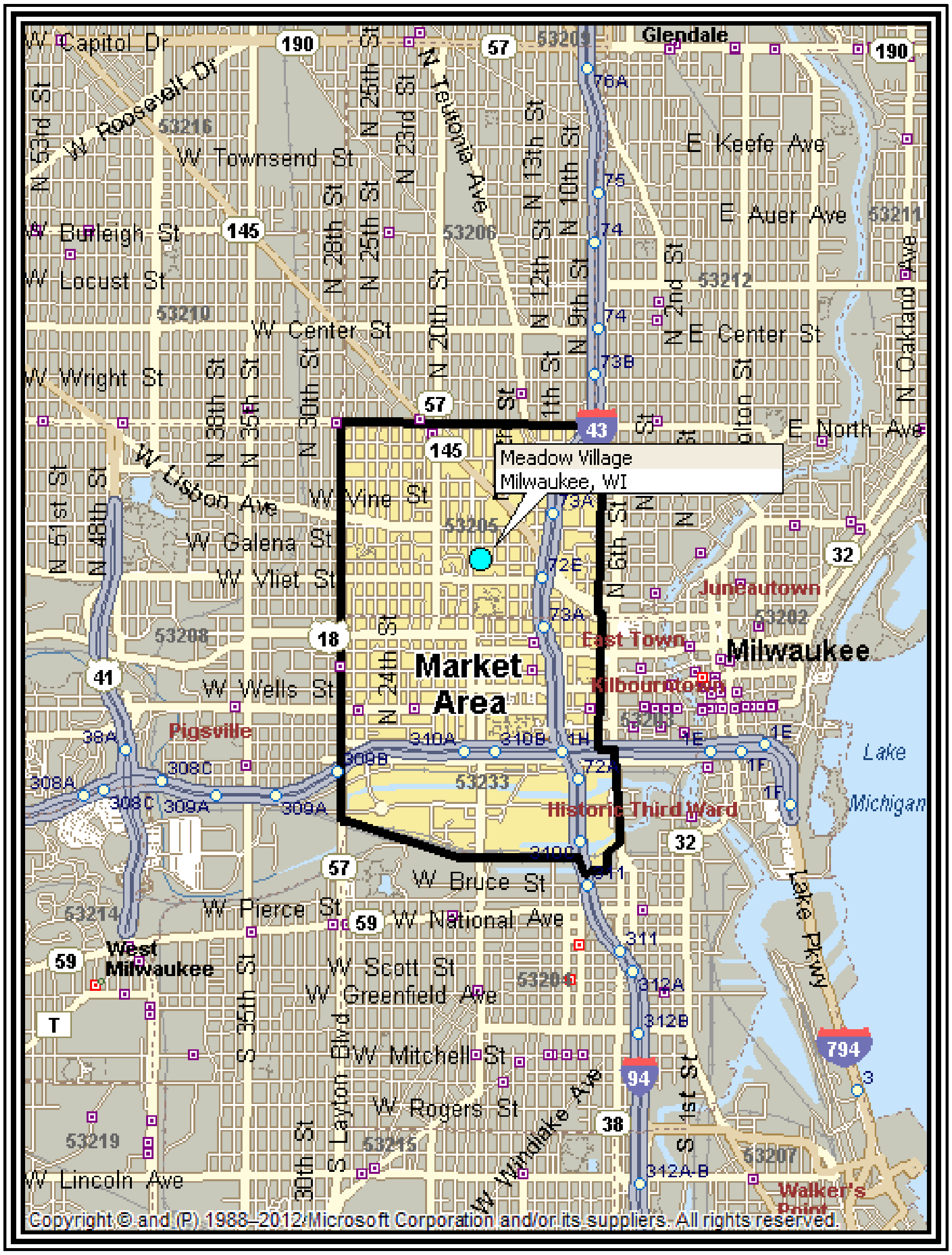
# LOCATION & LINKAGE MAP



# MARKET AREA DESCRIPTION

## MARKET AREA DEFINITION

The subject's market area is defined by the geographic boundaries from which the subject will attract most of its residents and in which the subject will compete with existing and proposed multi-family developments. For purposes of comparing demand and supply of similar housing, we have defined the subject’s market area as Milwaukee Zip Codes 53205 and 53233 as shown below.



## MARKET AREA OVERVIEW

Following is a brief review of the social and economic forces that influence the area.

### POPULATION (1)

| | 2000 | 2010 | 2018 (2) | % Change |
|---|---|---|---|---|
| Market Area (3) | 25,864 | 26,503 | 26,535 | 2.6% |
| Milwaukee | 596,974 | 594,833 | 595,555 | -0.2% |
| Milwaukee County | 940,164 | 947,735 | 950,381 | 1.1% |
| Wisconsin | 5,363,715 | 5,686,986 | 5,816,231 | 8.4% |

### EMPLOYMENT (4)

| | 2000 | 2010 | 2017 | % Change |
|---|---|---|---|---|
| Milwaukee | 265,981 | 251,680 | 268,452 | 0.9% |
| Milwaukee County | 453,896 | 428,834 | 458,982 | 1.1% |
| Wisconsin | 2,868,382 | 2,814,393 | 3,049,195 | 6.3% |

### UNEMPLOYMENT (4)

| | 2000 | 2010 | 2017 | % Change |
|---|---|---|---|---|
| Milwaukee | 5.5% | 11.9% | 4.6% | -16.4% |
| Milwaukee County | 4.4% | 10.0% | 4.0% | -9.1% |
| Wisconsin | 3.5% | 8.7% | 3.3% | -5.7% |

### MEDIAN HOUSEHOLD INCOME (1)

| | 2018 (3) | % of State |
|---|---|---|
| Market Area | $19,456 | 32.7% |
| Milwaukee | $40,301 | 67.8% |
| Milwaukee County | $48,832 | 82.1% |
| Wisconsin | $59,457 | |

### 2018 HOUSING UNITS (3)

| | Median House Value | Median Year Built | Percent Renters |
|---|---|---|---|
| Market Area | 85,380 | 1942 | 86.0% |
| Milwaukee | 128,186 | 1951 | 56.6% |
| Milwaukee County | 165,161 | 1955 | 48.9% |
| Wisconsin | 179,147 | 1974 | 32.0% |

**2016 CRIME PER 1,000 POPULATION (5)**

| | Violent Crime | Property Crime | Combined Crime |
|---|---|---|---|
| Milwaukee | 15.3 | 40.6 | 56.0 |
| Wisconsin | 3.1 | 19.3 | 22.4 |
| United States | 4.0 | 24.5 | 28.5 |

(1) Source: Census 2000 & 2010
(2) Source: Wisconsin Department of Administration
(3) Nielson Claritas
(4) Source: Wisconsin Department of Workforce Development
(5) Source: U. S. Department of Justice; 2016 Crime in the United States

**Populati on**

The City of Milwaukee's population declined approximately 0.2% since 2000. The subject's market area grew 2.6% of its population between 2000 and 2018. Milwaukee County's population rose 1.1% during the same period of time. Population migration from urban settings, such as the City of Milwaukee, to suburban areas in the metropolitan area has occurred and, we believe, will likely continue to occur.

**Employment**

The number of employed persons in the City of Milwaukee has increased approximately 0.9% since 2000. During the same period of time, employment rose by 1.1% in Milwaukee County. Overall Wisconsin employment rose by 6.3% from 2000 through 2017.

Unemployment has risen since 2000 in most metropolitan communities but has fallen during the past several years. The City of Milwaukee's unemployment fell from 11.9% in 2010 to 4.0% as of 2017; Milwaukee unemployment was 3.7% as of October 2018. Similar patterns of rising and falling unemployment were noted in Milwaukee County and the Milwaukee MSA. Most of the area's unemployment is concentrated in the City of Milwaukee.

Recent employment by industry statistics indicate that Milwaukee County employment is distributed in approximately average proportion compared to State levels except that we note the area has lower than average manufacturing and construction employment, but, higher than average health care/social services employment.

**EMPLOYMENT BY INDUSTRY - 2017**

| | Milwaukee County | Wisconsin |
|---|---|---|
| Ag Forestry Fishing & Hunting | 0.0% | 1.0% |
| Mining Quarrying & Oil & Gas Extraction | 0.0% | 0.1% |
| Utilities | 0.4% | 0.4% |
| Construction | 2.2% | 4.2% |
| Mfg | 10.7% | 16.4% |
| Whls Trade | 3.3% | 4.4% |
| Retail Trade | 8.9% | 10.8% |
| Trans & Warehousing | 3.6% | 3.9% |
| Information | 1.7% | 1.7% |
| Finance & Insurance | 4.7% | 4.3% |
| Real Estate & Rental & Leasing | 1.3% | 0.9% |
| Professional & Technical Services | 4.6% | 3.8% |
| Management Of Companies & Enterprises | 3.9% | 2.4% |
| Admin & Waste Services | 7.8% | 5.2% |
| Edu Services | 8.5% | 7.5% |
| Health Care & Social Assistance | 20.2% | 14.8% |
| Arts Entertainment & Recreation | 2.3% | 1.7% |
| Accommodation & Food Services | 8.3% | 8.4% |
| Other Services Exc Public Admin | 3.4% | 3.0% |
| Public Admin | 4.2% | 4.8% |
| Unclassified | 0.0% | 0.2% |

The following list taken from the Wisconsin Department of Workforce Development database identifies several of Milwaukee County's largest employers.

**LARGE AREA EMPLOYERS**

| Employer | Industry | Location | Number of Employees |
|---|---|---|---|
| Aurora Health Care | Health care system | Multiple | 22,000 |
| Wheaton Franciscan Healthcare | Health care system | Multiple | 12,000 |
| Froedert & Community Health | Health care system | Multiple | 8,900 |
| Roundy's | Food distributor & retailer | Multiple | 8,400 |
| Kohl's | Department stores | Multiple | 7,800 |
| GE Healthcare Technologies | Medical systems | Multiple | 6,000 |
| Quad/Graphics Inc. | Commercial printer | Multiple | 5,600 |
| Medical College of Wisconsin | Medical school | Wauwatosa | 5,400 |
| ProHealth Care Inc. | Health care system | Multiple | 4,900 |
| Wisconsin Energy Corp. | Electric & gas utilities | Milwaukee | 4,700 |
| Columbia St. Mary's Health System | Health care system | Multiple | 4,500 |
| Children's Hospital & Health System | Health care system | Wauwatosa | 4,400 |
| AT&T Wisconsin | Telecommunications | Milwaukee | 3,700 |
| BMO Harris Bank | Bank | Multiple | 3,500 |
| Wells Fargo | Bank | Multiple | 3,500 |
| US Bank | Bank | Multiple | 3,300 |
| Johnson Controls | Appliance manufacturing | Milwaukee | 3,200 |
| Rockwell Automation | Auto product manufacturing | Milwaukee | 3,000 |
| Marquette Unviersity | Private Unviersity | Milwaukee | 2,800 |
| FIS | Banking software | Brown Deer | 2,800 |
| Harley-Davidson | Motorcycle manufacturing | Milwaukee | 2,700 |
| Potowatomi Bingo Casino | Casino | Milwaukee | 2,700 |

Source: Metropolitan Milwaukee Association of Commerce

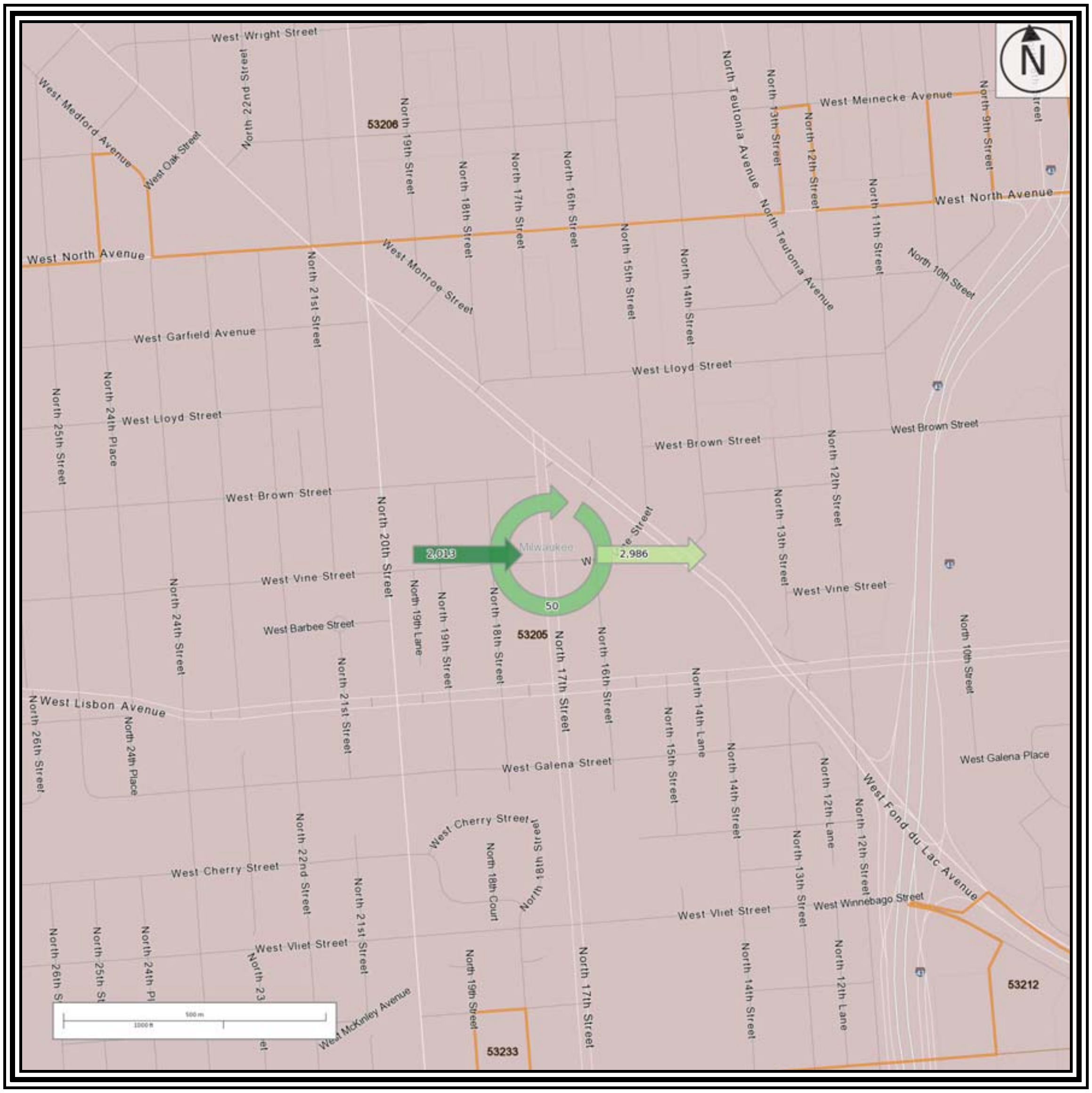
Several lay-offs or plant closings in the City of Milwaukee were reported to the State of Wisconsin Department of Workforce Development between 2015 and the end of August 2018. These lay-offs or plant closings affected a total of 6,902 reported jobs.

Layoffs are listed as follows:

## LAYOFFS & PLANT CLOSINGS

| Date | Employer | Industry | Employees Affected |
|---|---|---|---|
| 10-Aug-18 | BMO Harris Bradley Center | Other Spectator Sports | 651 |
| 06-Jul-18 | Concentrix | Marketing Consulting Services | 77 |
| | | | |
| 21-Jan-18 | Centro Hispano Milwaukee | Other Individual & Family Services | 88 |
| 01-Mar-18 | Molina Healthcare Inc. - Revision 2 | Managing Offices | 78 |
| 22-Oct-17 | Fortis Management Group LLC | Managing Offices | 225 |
| 15-Aug-17 | SaintA | Residential Mental & Substance | 82 |
| 02-Jul-17 | Tulip Molded Plastics Corp. | All Other Plastics Product Mfg | 136 |
| 31-Mar-17 | SP Plus Corporation | Parking Lots & Garages | 60 |
| 12-May-17 | Gannett Consumer Solutions Center | Newspaper Publishers | 24 |
| | | | |
| 02-Nov-16 | Milwaukee Center for Independence | Other Individual & Family Services | 1,062 |
| 20-Jun-16 | Global Industrial Services Inc. | Ind Machinery Merch Whls | 27 |
| 06-Jun-16 | Air Wisconsin Airlines | Scheduled Passenger Air Trans | 53 |
| 11-May-16 | Joy Global, Inc. | Overhead Cranes Hoists and Monorail Systems | 130 |
| 26-Jan-16 | JP Morgan Chase & Co | Commercial Banking | 135 |
| 19-Jan-16 | Walmart #3496 | Supermarkets & Other Grocery Stores | 272 |
| | | | |
| 29-Dec-15 | Corvisa LLC | Data Processing Hosting & Related Services | 26 |
| 16-Nov-15 | Johnson Controls Inc. | Managing Offices | 277 |
| 12-Nov-15 | GE Healthcare Monitoring Solutions | All Other Telecommunications | 64 |
| 02-Nov-15 | Joy Global Surface Mining Inc. | Overhead Cranes Hoists & Monorail Systems | 56 |
| 17-Aug-15 | First Edge Solutions, Inc. | Commercial Gravure Printing | 44 |
| 11-Aug-15 | The Oilgear Company | Power Pump & Motor Mfg | 70 |
| 18-Jun-15 | Time Insurance Co, d/b/a Assurant Health | Direct Health & Medical Insurance Carriers | 1,200 |
| 22-May-15 | The Oilgear Company | Power Pump & Motor Mfg | 45 |
| 20-May-15 | Wells Fargo & Company | Real Estate Credit | 839 |
| 12-May-15 | Extendicare Holdings, Inc. | Nursing Care Facilities (Skilled Nursing) | 287 |
| 24-Apr-15 | Rollcast, LLC dba Advance Die Casting Co | Nonferrous Mtl Die-Casting Foundries | 75 |
| 10-Apr-15 | Extendicare Holdings, Inc. | Nursing Care Facilities (Skilled Nursing) | 287 |
| 24-Mar-15 | Rollcast, LLC dba Advance Die Casting Co | Nonferrous Mtl Die-Casting Foundries | 75 |
| 28-Feb-15 | American Appraisal Associates, Inc. | Other Prof. & Technical Svcs | 32 |
| 26-Feb-15 | Extendicare Holdings, Inc. | Nursing Care Facilities (Skilled Nursing) | 287 |
| 16-Jan-15 | Frontier Airlines, Inc. | Scheduled Passenger Air Trans (Call Center) | 138 |
| | | | |
| | Total | | 6,902 |

According to the Census Bureau's On The Map application, the subject's zip code 53205 had a net outflow of 973 employed persons (more persons travel from inside the zip code to work outside the area than live outside the area but are employed inside the area). Employment commuting patterns are depicted below.




**Income**

Low income households are concentrated in the City of Milwaukee and, particularly, in the market area. The market area's estimated median household income level in 2018 was approximately 39.8% that of Milwaukee County and 32.7% of the State of Wisconsin median income.

Milwaukee County's mean incomes for most occupation categories in the county are above the mean income levels for the State of Wisconsin. Average wages in Milwaukee County were 9.1% higher than State averages during 2017.

**AVERAGE ANNUAL WAGES BY INDUSTRY - 2017**

| | Milwaukee County | Percentage of State | Wisconsin |
|---|---|---|---|
| Ag Forestry Fishing & Hunting | $28,387 | 81.6% | $34,778 |
| Mining Quarrying & Oil & Gas Extraction | $61,347 | 97.0% | $63,238 |
| Utilities | $91,680 | 98.4% | $93,190 |
| Construction | $65,573 | 109.3% | $59,968 |
| Mfg | $69,490 | 122.0% | $56,980 |
| Whls Trade | $69,130 | 105.8% | $65,361 |
| Retail Trade | $27,424 | 102.7% | $26,695 |
| Trans & Warehousing | $46,334 | 106.6% | $43,473 |
| Information | $68,904 | 97.9% | $70,366 |
| Finance & Insurance | $101,484 | 135.8% | $74,744 |
| Real Estate & Rental & Leasing | $45,688 | 111.7% | $40,887 |
| Professional & Technical Services | $82,637 | 116.0% | $71,231 |
| Management Of Companies & Enterprises | $110,971 | 118.1% | $93,989 |
| Admin & Waste Services | $27,940 | 90.3% | $30,958 |
| Edu Services | $57,616 | 121.7% | $47,324 |
| Health Care & Social Assistance | $45,035 | 93.6% | $48,127 |
| Arts Entertainment & Recreation | $44,936 | 156.7% | $28,673 |
| Accommodation & Food Services | $17,460 | 113.0% | $15,445 |
| Other Services Exc Public Admin | $29,470 | 100.5% | $29,327 |
| Public Admin | $60,565 | 128.4% | $47,170 |
| Unclassified | $0 | 0.0% | $66,618 |
| Total Wages | $57,604 | 109.1% | $52,788 |

**Housing Units**

According to Nielson Claritas data, the market area's housing stock is older (median your built 1942) and has a higher than average percentage of renter households (86%). The State has an average renter percentage of 32%; Wisconsin, as a whole, includes rural areas that do not include significant rental properties.

**Crime Statistics**

The incidence of crime in the City of Milwaukee (56 crimes per 1,000 of population) was significantly higher than for Wisconsin (22.4) or the United States (3.8); we would expect that Milwaukee parallels other larger United States urban areas in the incidence of crime as compared to State or National levels.

**Summary**

Modest population increases, employment declines, low incomes and a high incidence of crime in the market area are considered negative neighborhood characteristics. These negative characteristics are partially offset by the market area's lower than average income levels which we find generally supportive of subsidized rental housing in terms of occupancy; this, however, can result in lower local rent levels. The market area's socio-economic features indicate generally moderate, or average, support for income-restricted rental housing considering occupancy and prevailing rent levels.

## RENTAL HOUSING SUPPLY ANALYSIS

This rental housing analysis includes a general description of the area's housing stock, estimates of market rents and an identification of competitive rental housing supply.

### HOUSING CHARACTERISTICS COMPARISON - 2018

| | Market Area | | Milwaukee | | Milwaukee County | | Wisconsin | |
|---|---|---|---|---|---|---|---|---|
| Tenure: | Total | % | Total | % | Total | % | Total | % |
| Owner Occupied Units | 1,267 | 14.0% | 99,886 | 43.4% | 197,457 | 51.1% | 1,604,850 | 68.0% |
| Renter Occupied Units | 7,763 | 86.0% | 130,339 | 56.6% | 188,656 | 48.9% | 754,354 | 32.0% |
| Total Units | 9,030 | 100.0% | 230,225 | 100.0% | 386,113 | 100.0% | 2,359,204 | 100.0% |
| Median Home Value | | $85,380 | | $128,186 | | $165,161 | | $179,147 |
| 2017 Est. Housing Units by Units in Structure: | | | | | | | | |
| 1 Unit Attached | 441 | 4.2% | 17,735 | 6.8% | 25,465 | 6.0% | 119,266 | 4.4% |
| 1 Unit Detached | 1,914 | 18.4% | 102,623 | 39.6% | 193,968 | 45.6% | 1,805,991 | 66.4% |
| 2 Units | 1,129 | 10.8% | 52,552 | 20.3% | 67,150 | 15.8% | 175,402 | 6.5% |
| 3 or 4 Units | 899 | 8.6% | 19,094 | 7.4% | 26,847 | 6.3% | 102,639 | 3.8% |
| 5 to 19 Units | 1,840 | 17.7% | 26,074 | 10.1% | 46,641 | 11.0% | 227,432 | 8.4% |
| 20 to 49 Units | 2,195 | 21.1% | 18,076 | 7.0% | 29,303 | 6.9% | 104,242 | 3.8% |
| 50 or More Units | 1,993 | 19.1% | 21,780 | 8.4% | 33,232 | 7.8% | 86,260 | 3.2% |
| Mobile Home or Trailer | 12 | 0.1% | 938 | 0.4% | 2,285 | 0.5% | 97,535 | 3.6% |
| Boat, RV, Van, etc. | 0 | 0.0% | 39 | 0.0% | 84 | 0.0% | 485 | 0.0% |
| Total Units | 10,423 | 100.0% | 258,911 | 100.0% | 424,975 | 100.0% | 2,719,252 | 100.0% |
| Percentage Multifamily - 5+ Units | | 57.8% | | 25.5% | | 25.7% | | 15.4% |
| 2017 Est. Housing Units by Year Structure Built: | | | | | | | | |
| Housing Units Built 2014 or later | 236 | 2.3% | 4,793 | 1.9% | 8,685 | 2.0% | 90,142 | 3.3% |
| Housing Units Built 2010 to 2013 | 92 | 0.9% | 1,428 | 0.6% | 2,242 | 0.5% | 29,469 | 1.1% |
| Housing Units Built 2000 to 2009 | 875 | 8.4% | 10,125 | 3.9% | 21,637 | 5.1% | 360,283 | 13.2% |
| Housing Units Built 1990 to 1999 | 542 | 5.2% | 8,476 | 3.3% | 24,605 | 5.8% | 377,388 | 13.9% |
| Housing Units Built 1980 to 1989 | 497 | 4.8% | 9,555 | 3.7% | 23,220 | 5.5% | 261,131 | 9.6% |
| Housing Units Built 1970 to 1979 | 907 | 8.7% | 22,918 | 8.9% | 45,271 | 10.7% | 389,746 | 14.3% |
| Housing Units Built 1960 to 1969 | 946 | 9.1% | 26,354 | 10.2% | 46,392 | 10.9% | 251,763 | 9.3% |
| Housing Units Built 1950 to 1959 | 743 | 7.1% | 51,746 | 20.0% | 85,681 | 20.2% | 290,659 | 10.7% |
| Housing Units Built 1940 to 1949 | 832 | 8.0% | 28,350 | 10.9% | 41,930 | 9.9% | 152,164 | 5.6% |
| Housing Unit Built 1939 or Earlier | 4,753 | 45.6% | 95,166 | 36.8% | 125,312 | 29.5% | 516,507 | 19.0% |
| Total Units | 10,423 | 97.7% | 258,911 | 98.1% | 424,975 | 98.0% | 2,719,252 | 96.7% |
| Median Year Built | 1942 | | 1951 | | 1955 | | 1974 | |

| Building Permits 2010 - 2017 - Milwaukee: | Units | % of Total |
|---|---|---|
| Single Family | 384 | 9.7% |
| Two Family | 114 | 2.9% |
| Three and Four Family | 21 | 0.5% |
| Five or More Family | 3,450 | 86.9% |
| Total | 3,969 | 100.0% |

The market area's percentage of renter households is markedly higher at 86% of occupied housing units than Milwaukee and Milwaukee County but is approximately twice the average Wisconsin level of 32.0%.

Housing value in the market area is significantly lower than the larger geographies.

The level of multifamily housing in the market area is significantly higher than Milwaukee, Milwaukee and the average State level.

The market area's housing stock is significantly older at a median year built of 1942 than the larger geographies.

Over 86% of housing unit building permits in the City of Milwaukee issued since 2000 involved buildings of five or more units.

**MARKET RENTS**

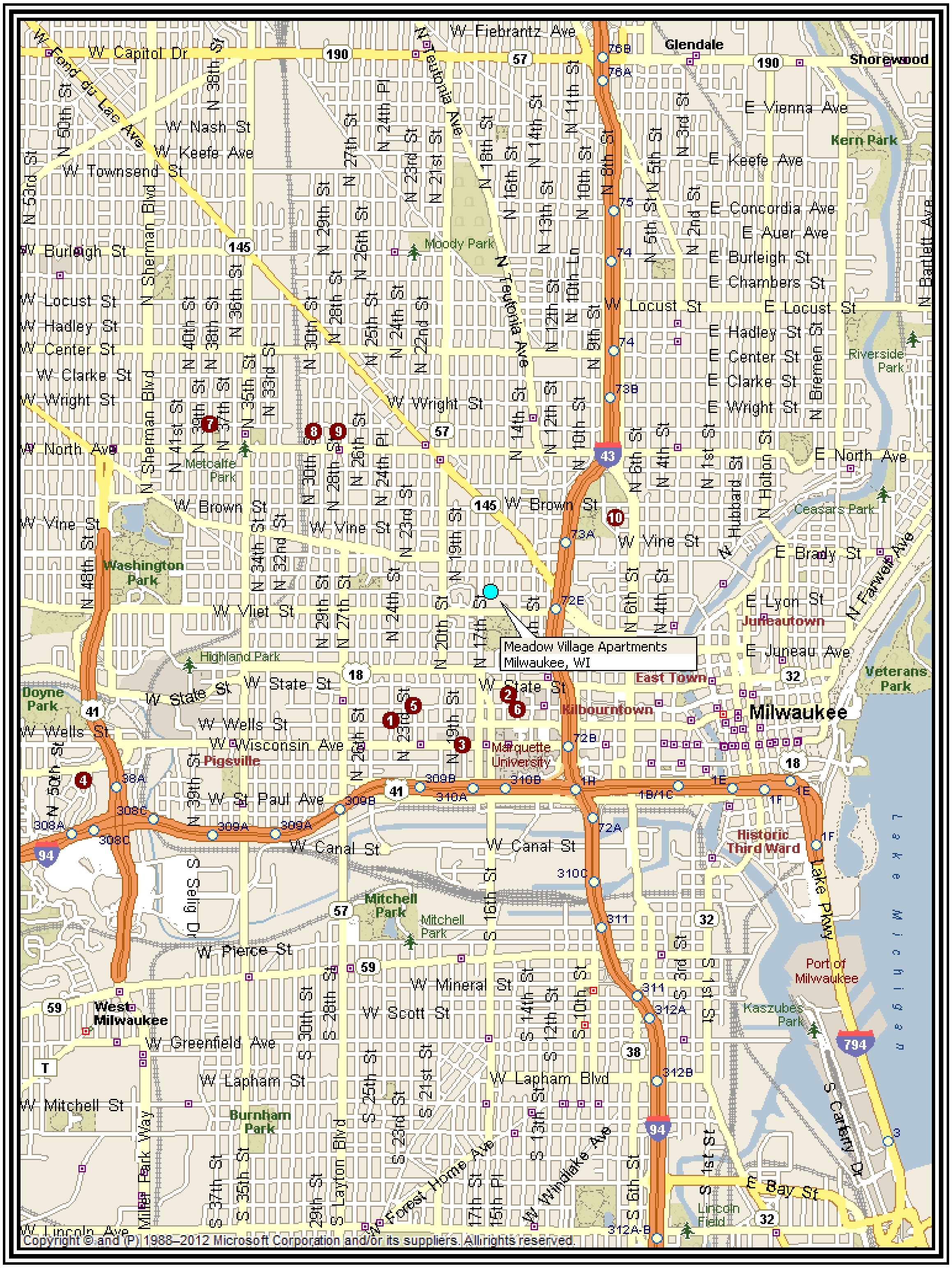
A survey of existing rental housing in and around the market area has been completed. In general, we focused on general occupancy properties with larger units. The subject's subsidized rents and our rental survey are summarized below; detailed survey data is included in the Appendix.

**COMPARABLE RENTAL SUMMARY**

| *Rental* | *Project* | *Number of Units* | *Year Built* | *Unit Type* | *Square Feet* | *Rent* | *Rent/SF* | *Heat* | *Parking* | *Concession* | *Dishwasher* | *Washer/Dryer* | *Air Conditioning* | *Patio/Balcony* | *Private Entries* | *Private Basement* | *Vacancy* |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Subject | Meadow Village | 90 | 1977 | 1 BR/1 BA | 754 | $717 | $0.95 | Tenant | Surface | None | | | | PB | PE | Bsmt | 2.2% |
| | Milwaukee, WI | | | 3 BR/1.5 BA | 1,001 | $1,000 | $1.00 | Tenant | Surface | None | | | | PB | PE | Bsmt | |
| | | | | 4 BR/1.5 BA | 1,256 | $1,095 | $0.87 | Tenant | Surface | None | | | | PB | PE | Bsmt | |
| 1 | Johnson Square | 180 | 1964 | EFF/1 BA | 500 | $510 | $1.02 | Owner | Ugrd - $45 | None | | | AC | | N | N | 1.0% |
| | 823 N 24th Street | | | 1 BR/1 BA | 700 | $625 | $0.89 | | Surf - $25 | | | | AC | | | | |
| | Milwaukee, WI | | | 2 BR/1 BA | 900 | $725 | $0.81 | | | | | | AC | | | | |
| | | | | 3 BR/1 BA | 1,300 | $845 | $0.65 | | | | | | AC | | | | |
| 2 | Cedar Square | 20 | 1920 | EFF/1 BA | 500 | $500 | $1.00 | Owner | Street | None | | | | | N | N | 10.0% |
| | 1422 W Kilbourn Ave | | | 1 BR/1 BA | 650 | $625 | $0.96 | | | | | | | | | | |
| | Milwaukee, WI | | | 2 BR/1 BA | 800 | $1,000 | $1.25 | | | | | | | | | | |
| | | | | 3 BR/1 BA | 1,150 | $1,300 | $1.13 | | | | | | | | | | |
| 3 | Sovereign | 110 | 1929 | EFF/1 BA | 420 | $575 | $1.37 | Owner | Surf - $60 | None | | | | | N | N | 0.0% |
| | 1810 W Wisconsin Ave | | | 1 BR/1 BA | 600 | $650 | $1.08 | | | | | | | | | | |
| | Milwaukee, WI | | | 1 BR/1 BA | 620 | $675 | $1.09 | | | | | | | | | | |
| | | | | 2 BR/1 BA | 950 | $1,200 | $1.26 | | | | | | | | | | |
| | | | | 2 BR/1 BA | 975 | $1,200 | $1.23 | | | | | | | | | | |
| | | | | 2 BR/1 BA | 1,050 | $1,200 | $1.14 | | | | | | | | | | |
| | | | | 2 BR/2 BA Den | 1,080 | $1,350 | $1.25 | | | | | | | | | | |
| 4 | Story Parkway | 34 | 1945 | 1 BR/1 BA | 495 | $540 | $1.09 | Owner | Surface | None | | | AC | Y | N | N | 0.0% |
| | 476 North 47th Street | | | 2 BR/1 BA | 725 | $750 | $1.03 | Owner | Surface | | | | AC | Y | N | N | |
| | Milwaukee, WI | | | 3 BR/1.5 BA T | 986 | $1,000 | $1.01 | Tenant | Attached | | | | AC | Y | Y | Y | |
| 5 | Kilbourn Loft | 99 | 1912/ | 1 BR/1 BA 50% | 737 | $532 | $0.72 | Tenant | Surf - $50 | None | | | AC | | N | N | 2.0% |
| | 2200 W Kilbourn Street | | 2005 | 1 BR/1 BA 60% | 737 | $721 | $0.98 | | | | | | | | | | |
| | Milwaukee, WI | | | 1 BR/1 BA | 737 | $917 | $1.24 | | | | | | | | | | |
| | | | | 2 BR/1 BA 50% | 928 | $715 | $0.77 | | | | | | | | | | |
| | | | | 2 BR/1 BA 60% | 928 | $825 | $0.89 | | | | | | | | | | |
| | | | | 2 BR/1 BA | 928 | $1,084 | $1.17 | | | | | | | | | | |
| | | | | 3 BR/2 BA 50% | 1,244 | $826 | $0.66 | | | | | | | | | | |
| | | | | 3 BR/2 BA 60% | 1,244 | $1,022 | $0.82 | | | | | | | | | | |
| | | | | 3 BR/2 BA | 1,244 | $1,461 | $1.17 | | | | | | | | | | |
| 6 | The Reeves | 17 | 1916 | 1 BR/1 BA | 900 | $1,050 | $1.17 | Owner | Surf - $60 | None | | | | Y | N | N | 0.0% |
| | 846 N 14th Street | | | 2 BR/1 BA | 1,200 | $1,350 | $1.13 | Owner | | | | | | Y | N | N | |
| | Milwaukee, WI | | | | | | | | | | | | | | | | |

| Rental | Project | Number of Units | Year Built | Unit Type | Square Feet | Rent | Rent/SF | Heat | Parking | Concession | Dishwasher | Washer/Dryer | Air Conditioning | Patio/ Balcony | Other | Project Amenities | Vacancy |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Subject | Meadow Village | 90 | 1977 | 1 BR/1 BA | 754 | $717 | $0.95 | Tenant | Surface | None | | HU | AC | PB | PE BAS | | 2.2% |
| | Milwaukee, WI | | | 3 BR/1.5 BA | 1,001 | $1,000 | $1.00 | Tenant | Surface | None | | HU | AC | PB | PE BAS | | |
| | | | | 4 BR/1.5 BA | 1,256 | $1,095 | $0.87 | Tenant | Surface | None | | HU | AC | PB | PE BAS | | |
| 7 | Parkwest THs | 72 | 1994 | 2 BR/1 BA 60% | 948 | $700 | $0.74 | Tenant | 1-Car | None | DW | HU | | PB | | Club | 6.9% |
| | Milwaukee, WI | | 1994 | 2 BR/1.5 BA TH 60% | 1,100 | $795 | $0.72 | Tenant | 1-Car | None | DW | HU | | PB | PE | Club | |
| | | | 1994 | 3 BR/1 BA 60% | 1,200 | $750 | $0.63 | Tenant | 1-Car | None | DW | HU | | PB | | Club | |
| | | | 1994 | 3 BR/1.5 BA TH 60% | 1,360 | $850 | $0.63 | Tenant | 1-Car | None | DW | HU | | PB | PE | Club | |
| | | | 1999 | 2 BR/1.5 BA TH 60% | 1,185 | $795 | $0.67 | Tenant | 1-Car | None | | HU | | PB | PE | Club | |
| | | | 1999 | 3 BR/1.5 BA TH 60% | 1,360 | $850 | $0.63 | Tenant | 1-Car | None | | HU | | PB | PE BAS | Club | |
| 8 | Metcalfe Park Homes | 30 | 2007 | 3 BR/2 BA SF 50% | 1,408 | $731 | $0.52 | Tenant | 1-Car | None | DW | WD | AC | PB | PE BAS | | 0.0% |
| | Milwaukee, WI | | | 3 BR/2 BA SF 60% | 1,408 | $985 | $0.70 | Tenant | 1-Car | None | DW | WD | AC | PB | PE BAS | | |
| | | | | 4 BR/2 BA SF 60% | 1,650 | $985 | $0.60 | Tenant | 1-Car | None | DW | WD | AC | PB | PE BAS | | |
| 9 | Northside Home Initiative I | 47 | 2011 | 3 BR/2 BA 50% | 1,584 | $731 | $0.46 | Tenant | 1-Car | None | DW | WD | AC | PB | PE BAS | | 0.0% |
| | Milwaukee, WI | | | 3 BR/2 BA 60% | 1,584 | $985 | $0.62 | Tenant | 1-Car | None | DW | WD | AC | PB | PE BAS | | |
| | | | | 4 BR/2 BA 50% | 1,672 | $860 | $0.51 | Tenant | 1-Car | None | DW | WD | AC | PB | PE BAS | | |
| | | | | 4 BR/2 BA 60% | 1,672 | $985 | $0.59 | Tenant | 1-Car | None | DW | WD | AC | PB | PE BAS | | |
| 10 | Carver Park THs | 122 | 2001 | 2 BR/1.5 BA TH 60% | 1,034 | $650 | $0.63 | Tenant | Surface | None | | HU | AC | PB | PE BAS | | 2.5% |
| | Milwaukee, WI | | | 3 BR/1.5 BA TH 60% | 1,381 | $750 | $0.54 | Tenant | Surface | None | | HU | AC | PB | PE BAS | | |
| | | | | 3 BR/1.5 BA TH Market | 1,381 | $820 | $0.59 | Tenant | Surface | None | | HU | AC | PB | PE BAS | | |
| | | | | 3 BR/1.5 BA TH LIPH | 1,381 | 30% AGI | | Tenant | Surface | None | | HU | AC | PB | PE BAS | | |
| | | | | 4 BR/2 BA LIPH | 1,446 | 30% AGI | | Tenant | Surface | None | | HU | AC | PB | PE BAS | | |
| | | | | 5 BR/2 BA LIPH | 1,748 | 30% AGI | | Tenant | Surface | None | | HU | AC | PB | PE BAS | | |

# RENTAL COMPARABLE MAP



**Conclusion to Market Rent**
One Bedroom/One Bath Apartment Units - Unadjusted one bedroom/one bath comparables averaged $726 in market rent. We conclude that the subject's one bedroom units have a current market rent of $700 considering the subject's tenant paid heat, inferior location, age, as well as, the unit's private basement. On a post-rehabilitation basis, a market rent of $750 is estimated.

Three Bedroom/1.5 Bath Townhouse Units - Market rate three bedroom units reported an average market rent of $1,191. This average was discounted for tenant paid heat, location, age and increased for the subject's private basement to estimate a current market rent of $1,050 and $1,100 after proposed capital improvements are completed.

Four Bedroom/1.5 Bath Townhouse Units - Four bedroom units are unique in this market among apartment complexes. Therefore, we estimate market rents of $1,150 and $1,200 on current and post-rehabilitation bases respectively by applying a $100 upward spread to the concluded three bedroom rents.

Affordable Rents - We reviewed the rent levels among the tax credit properties and have concluded that the subject's achievable affordable rents will be $750, $825 and $925 for one, three and four bedroom units respectively.

Affordable and market rents, assuming capital improvements, are summarized as follows:

**MEADOW VILLAGE TOWNHOUSES**
**Contract Rents, Affordable Tax Credit Rents & Market Rents**

| Unit Type | Size | Count | Current Contract Rent | Affordable Tax Credit Rent | Market Rent |
|---|---|---|---|---|---|
| 1 BR/1 BA 60% AMI | 754 | 1 | $717 | $745 | $750 |
| 3 BR/1.5 BA 50% AMI | 1,001 | 49 | $1,000 | $825 | $1,100 |
| 3 BR/1.5 BA 60% AMI | 1,001 | 20 | $1,000 | $825 | $1,100 |
| 4 BR/1.5 BA 50% AMI | 1,256 | 14 | $1,095 | $925 | $1,200 |
| 4 BR/1.5 BA 60% AMI | 1,256 | 6 | $1,095 | $925 | $1,200 |
| Total | | 90 | | | |

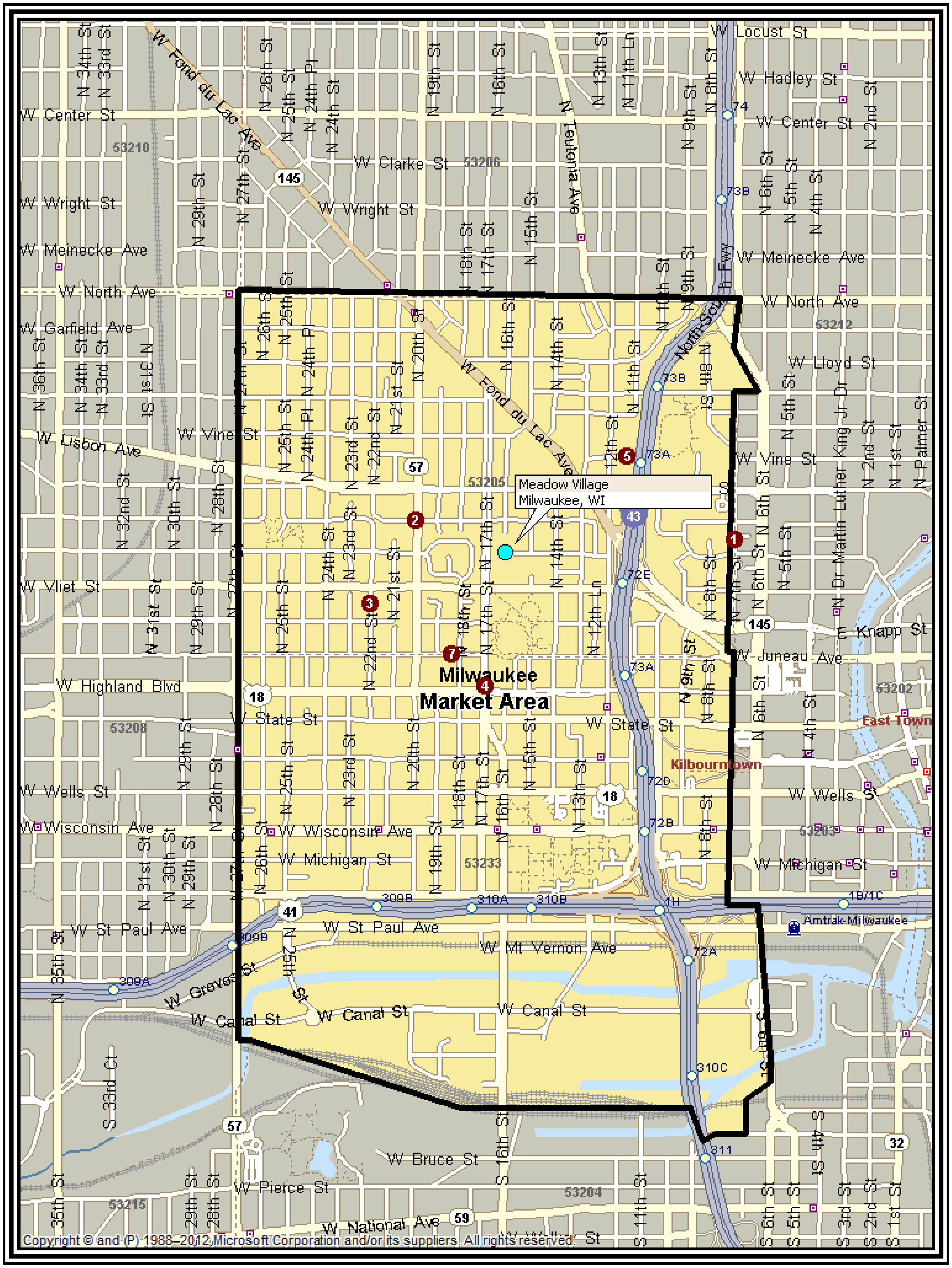
## COMPETITIVE RENTAL HOUSING SUPPLY
We have attempted to identify all sources of direct competition for the subject. In general, we consider older subsidized general occupancy rental housing in the market area to be competitive with the subject. HUD's *Multifamily Properties with Assistance and Section 8 Contracts* lists 258 three and four bedroom units of family subsidized housing in six complexes in the market area in addition to the subject's subsidized units.

Future additions of new, general occupancy rental housing with rent subsidies are not likely; rents subsidies for new development are generally unavailable. A listing of competitive family subsidized properties located in the market area is shown below.

## MARKET AREA SUBSIDIZED RENTAL HOUSING

| | | Address | Contact | Program | Efficiency | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom | 5 Bedroom | Total Units |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Family | | | | | | | | | | |
| 1 | Hillside Terrace | 1545 N. 7th Street, Milwaukee | 414-286-5824 | LIPH | 0 | 27 | 230 | 120 | 36 | 0 | 413 |
| 2 | Lindsay Commons | 2007 W. Galena Street, Milwaukee | 414-344-3111 | Section 8 | 0 | 42 | 42 | 15 | 16 | 0 | 115 |
| 3 | McKinley Gardens | 1349 N. 22nd Street, Milwaukee | 414-344-0191 | Section 8/236 | 0 | 42 | 42 | 16 | 19 | 0 | 119 |
| 4 | Highland Park | 1110 N. 17th Street, Milwaukee | 414-444-9000 | Section 8/236 | 0 | 100 | 50 | 20 | 0 | 0 | 170 |
| 5 | WAICO I & II | 1120 W. Vine Street, Milwaukee | 414-264-7151 | Section 8/236 | 0 | 8 | 79 | 13 | 3 | 0 | 103 |
| 6 | Windsor Court | 1836 W. Juneau Ave., Milwaukee | 414-342-3655 | Section 8/MR | 0 | 159 | 80 | 0 | 0 | 0 | 239 |
| | Total Units | | | | 0 | 378 | 523 | 184 | 74 | 0 | 1,159 |

## COMPETITIVE SUBSIDIZED PROPERTIES MAP



## DEMAND ANALYSIS

The source of demand for the subject's units consists primarily of its target market. We first defined the subject's target market. Second, the target market was quantified in terms of households.

### TARGET MARKET DEFINITION

The subject's target market consists of age and income-qualified renter households. Although the subject's units will not be age-restricted, we have excluded seniors (age 65+) from consideration due to the significant amount of senior housing development in Milwaukee and surrounding areas that provides specifically targeted alternative housing options to this age group. Demand for the subject's units with Section 8 rental assistance was based on <65 renter households with incomes under approximately $41,750 (the 50% CMI income level for a five-person household). No lower income limit was used since the subject's rents will be subsidized according to tenant income levels.

We consider demand for the subject's subsidized units to derive nearly entirely from renter households. As of the 2010 Census, approximately 94% of the market area's <62 households with incomes under $40,000 were renters. Therefore, we have included 94% of otherwise age and income qualified households as representing primary demand for the subject.

### TARGET MARKET DEMOGRAPHIC TRENDS

Given the above target market definition, the universe of potential tenants for the subject's subsidized units has been estimated at 5,689 households as of 2018 which is expected to fall slightly to 5,619 as of 2023.

Target market data is presented below.

**TARGET MARKET DATA**
**Zip Codes 53205 & 53233**

| Housedholds - Per Nielson Claritas (1) | 2000 | 2018 | 2023 |
|---|---|---|---|
| Under 65 | 7,554 | 7,867 | 7,740 |
| 65 and over | 1,223 | 1,163 | 1,373 |
| Total Households | 8,777 | 9,030 | 9,113 |
| Percentage Change Households <65 | | 4.1% | -1.6% |
| Percentage Change Households 65+ | | -4.9% | 18.1% |
| **Household Income (2)** | | **<65 Households** | |
| Under $14,999 | | 3,324 | 3,049 |
| $15,000-$24,999 | | 1,308 | 1,253 |
| $25,000-$34,999 | | 988 | 1,021 |
| $35,000-$49,999 | | 960 | 922 |
| $50,000-$74,999 | | 704 | 784 |
| $75,000-$99,999 | | 253 | 301 |
| $100,000-$124,999 | | 118 | 151 |
| $125,000-$149,999 | | 78 | 91 |
| $150,000-$199,999 | | 61 | 73 |
| Over $200,000 | | 73 | 95 |
| Total | | 7,867 | 7,740 |

**Estimate of Target Market Households**

| | 2018 | 2023 |
|---|---|---|
| 2018 <65 Under $41,750 | 6,052 | |
| 2023 <65 Under $45,660 (3) | | 5,978 |
| Renter Percentage (4) | 94.0% | 94.0% |
| Target Market Households | 5,689 | 5,619 |

(1) Source: Nielson Claritas

(2) Source: Nielson Claritas

(3) 2023 Income Range calculated by increasing 2018 target market income range by 9.37%, the increase in med household income projected for the market area from 2018 to 2023.

(4) Source: 2010 Census; Ribbon Demographics/Claritas

**TARGET MARKET DEMOGRAPHIC TRENDS - Without Section 8 Subsidy**

Without Section 8 rent subsidy, demand for the subject would be based on a different income range with 60% AMI upper income limits and *affordable* lower income limits; lower limits are based on the lowest monthly achievable tax credit rent plus utility allowance divided by 35% for family units with the results being multiplied by 12 to annualized monthly incomes. Given these modifications and assuming no rent subsidy, the universe of potential tenants for the subject's family units has been estimated at 891 as of 2018. Demand for subsidized units is significantly greater than for non-subsidized units. Target market data is presented below.

**TARGET MARKET DATA**
**Zip Codes 53205 & 53233**

| Housedholds - Per Nielson Claritas (1) | 2000 | 2018 | 2023 |
|---|---|---|---|
| Under 65 | 7,554 | 7,867 | 7,740 |
| 65 and over | 1,223 | 1,163 | 1,373 |
| Total Households | 8,777 | 9,030 | 9,113 |
| Percentage Change Households <65 | | 4.1% | -1.6% |
| Percentage Change Households 65+ | | -4.9% | 18.1% |

| Household Income (2) | <65 Households | |
|---|---|---|
| Under $14,999 | 3,324 | 3,049 |
| $15,000-$24,999 | 1,308 | 1,253 |
| $25,000-$34,999 | 988 | 1,021 |
| $35,000-$49,999 | 960 | 922 |
| $50,000-$74,999 | 704 | 784 |
| $75,000-$99,999 | 253 | 301 |
| $100,000-$124,999 | 118 | 151 |
| $125,000-$149,999 | 78 | 91 |
| $150,000-$199,999 | 61 | 73 |
| Over $200,000 | 73 | 95 |
| Total | 7,867 | 7,740 |

## Estimate of Target Market Households

| | 2018 | 2023 |
|---|---|---|
| 2018 <65 $33,330 to $50,100 | 1,131 | |
| 2023 <65 $36.450 to $54,790 (3) | | 979 |
| Renter Percentage (4) | 78.8% | 78.8% |
| Target Market Households | 891 | 771 |

(1) Source: Nielson Claritas

(2) Source: Nielson Claritas

(3) 2023 Income Range calculated by increasing 2018 target market income range by 9.37%, the increase in med household income projected for the market area from 2018 to 2023.

(4) Source: 2010 Census; Ribbon Demographics/Claritas

# RECONCILIATION OF SUPPLY AND DEMAND

In reconciling supply and demand in the market area for the subject's units, we have examined several measures of market performance with respect to the subject proposal, as well as, vacancy rates.

## MARKET PERFORMANCE MEASURES

Several measures of the market area's ability to support the subject's development are discussed below.

### Market Capture

Market capture is a measure of the proportion of the target market required for full occupancy. A capture rate was calculated by dividing the number of subject units by the estimated number of age-income-qualified renter households applicable to the subject's units as of 2018. A rate of 1.6% was calculated for all of the subject's units. The market area appears to include a very large base of target market households.

### Market Penetration

Market penetration considers the subject's units along with existing and proposed similar comparable properties in relation to market demand. The sum of the subject's units plus existing comparable units plus proposed comparable units were divided by estimated target market households as of 2018. Six subsidized family projects containing 238 three and four bedroom units are located in the market area; these units were considered to directly compete with the subject's units. As a result, a penetration rate of 5.8% was calculated. This rate indicates that both the target market of lower income renter households is large and supply is also significant. We consider this penetration rate as a positive indication that the subject is capable of achieving high occupancy rates based on an ample target market served by a moderate supply of similar subsidized housing. A summary of these market performance measures is shown as follows.

**MARKET PERFORMANCE STATISTICS**
**Zip Codes 53205 & 53233**

| | |
|---|---|
| Subject Units | 90 |
| Lower Income Limit | $0 |
| Upper Income Limit | $41,750 |
| Target Market Households | 5,689 |
| Comparable Units - Subsidized (1) | 238 |
| Comparable Units - Tax Credit (1) | 0 |
| Comparable Units - Market Rate (1) | 0 |
| Total Comparable Units | 238 |

**Demand and Supply Ratios**

| | |
|---|---|
| Capture Rate - (2) | 1.6% |
| Penetration Rate (3) | 5.8% |

(1) Includes 6 competing non-senior subsidized property in the market area.

(2) The percentage of target market required for subject full occupancy - Subject units divided by Target Market.

(3) The percentage of the target market reqired for the subject and its competition to maintain full occupancy - Subject units plus competitive units divided by Target Market.

## ABSORPTION ANALYSIS

We have not assumed that absorption of the subject's units will be necessary since it is already occupied by qualifying tenants.

## MARKET VACANCY

The subject has indicated approximately average vacancy levels from 2015 through 2017. Vacancy has averaged 2.7% of potential rental income from 2015 through 2017, Currently, two of the property's units are vacant. Considering this information, as well as, we have concluded that vacancy and collection loss underwritten at a 5% level appears reasonably supported. The subject's vacancy history is shown below where vacancy and collection loss are expressed as a percentage of potential rental income.

**MEADOW VILLAGE**
**Vacancy History**

| Year | Vacancy |
|---|---|
| 2017 | 0.5% |
| 2016 | 3.1% |
| 2015 | 4.5% |
| Average | 2.7% |

## CONCLUSIONS

We find that the data and our analyses demonstrate strong support for the subject in terms of local rental housing and demographic conditions. Our summary of the proposal's strengths and weaknesses follows below.

### Strengths

The subject's unit type, location, and rent pricing structure are essentially proven to be acceptable in this market by virtue of its existing tenant base. Demand for subsidized rental housing is clearly demonstrated by the subject's historical occupancy rate, as well as, those rates reported by similar properties.

The subject's location includes average to good employment, retail and service linkages.

The prospect of substantial additions to subsidized, or even income-restricted, rental housing in the market area appears limited in the near future.

### Weaknesses

At 41 years old, the subject's improvement are dated although they have been maintained well. The area has demonstrated weak economic characteristics including lower than average income levels and employment conditions.

### Conclusion

We conclude that the subject will be accepted in its market area at acceptable occupancy rates.

**CERTIFICATION**

I understand that my market study of Scenic View Apartments as proposed by its developer will be used by the Wisconsin Housing & Economic Development Authority to underwrite its allocation of tax credits. I certify that my market study was prepared in accordance with WHEDA requirements applicable on the date of my market study and that I have no identity of interest relationship, financial interest, or family relationship with the officers, directors, stockholders, investors, or partners of the Tax Credit Applicants, the general contractor, or any subcontractors, the buyer or seller of the proposed property or engage in any business that might present a conflict of interest.

I am under contract for this specific assignment and that I have no other side deals, agreements, or financial considerations with the Tax Credit Applicants or others in connection with this transaction.

Scott McLaughlin

# APPENDIX 1

COMPARABLE RENTAL NO. 1


Johnson Square
823 – 840 North 24th Street
Milwaukee, Wisconsin

# COMPARABLE RENTAL NO. 1

| | |
|---|---|
| Project Name: | Johnson Square Apartments |
| Location: | 823 – 840 North 24th Street<br>City of Milwaukee, Milwaukee County, Wisconsin |
| Improvements: | Three-story elevator buildings |
| Total Units - Occupancy: | 180 units with 99% occupancy |

| Unit Type | Size (SF) | Rent | Concession |
|---|---|---|---|
| Eff/1-Ba | 500 | $510 | None |
| 1-Br/1-Ba | 700 | $625 | None |
| 2-Br/1-Ba | 900 | $725 | None |
| 3-Br/1-Ba | 1,300 | $795-$890 | None |

| | |
|---|---|
| Utilities Included: | Heat, hot water, cold water/sewer and trash/recycling |
| Year Built: | 1964 |
| Amenities: | Range/oven, refrigerator and wall air-conditioner |
| Date Information Verified: | November 2018 |
| Parking: | Underground parking is available for $45 per month; surface parking is available for $25 per month. |
| Comments: | Overall average condition |
| Contact: | 414-933-1600 |

COMPARABLE RENTAL NO. 2

Cedar Square Apartments
1611 115th Court
West Allis, Wisconsin

# COMPARABLE RENTAL NO. 2

| | |
|---|---|
| Project Name: | Cedar Square Apartments |
| Location: | 1422 West Kilbourn Avenue and 920-942 North 15th Street<br>City of Milwaukee, Milwaukee County, Wisconsin |
| Improvements: | Three-story walk-up buildings |
| Total Units - Occupancy: | 20 units with 90% occupancy |

| Unit Type | Size (SF) | Rent | Concession |
|---|---|---|---|
| Eff/1-Ba | 500 | $500 | None |
| 1-Br/1-Ba | 650 | $600-$650 | None |
| 2-Br/1-Ba | 800 | $1,000 | None |
| 3-Br/1-Ba | 1,150 | $1250-$1350 | None |

| | |
|---|---|
| Utilities Included: | Heat, hot water, cold water/sewer and trash/recycling |
| Year Built: | 1920+/- |
| Amenities: | Range/oven and refrigerator |
| Date Information Verified: | November 2018 |
| Parking: | Street |
| Comments: | Overall fair condition |
| Contact: | 414-931-9677 |

COMPARABLE RENTAL NO. 3

Sovereign Apartments
1810 West Wisconsin Avenue
Milwaukee, Wisconsin

# COMPARABLE RENTAL NO. 3

| | |
|---|---|
| Project Name: | Sovereign Apartments |
| Location: | 1810 West Wisconsin Avenue<br>City of Milwaukee, Milwaukee County, Wisconsin |
| Improvements: | Nine-story elevator building |
| Total Units - Occupancy: | 110 units with 100% occupancy |

| Unit Type | Size (SF) | Rent | Concession |
|---|---|---|---|
| Eff/1-Ba | 420 | $575 | None |
| 1-Br/1-Ba | 600 | $650 | None |
| 1-Br/1-Ba | 600 | $650 | None |
| 1-Br/1-Ba | 620 | $675 | None |
| 2-Br/1-Ba | 950 | $1,200 | None |
| 2-Br/1-Ba | 975 | $1,200 | None |
| 2-Br/1-Ba | 1,050 | $1,200 | None |
| 2-Br/2-Ba with Den | 1,080 | $1,350 | None |

| | |
|---|---|
| Utilities Included: | Heat, hot water, cold water/sewer and trash/recycling |
| Year Built: | 1929 |
| Amenities: | Range/oven, refrigerator and exercise room |
| Date Information Verified: | November 2018 |
| Parking: | Surface parking is available for $60 per month |
| Comments: | Overall average condition |
| Contact: | 414-276-5611 and 414-933-5553 |

COMPARABLE RENTAL NO. 4

Story Parkway
476 North 47th Street
Milwaukee, Wisconsin

# COMPARABLE RENTAL NO. 4

| | |
|---|---|
| Project Name: | Story Parkway |
| Location: | 476 North 47th Street<br>City of Milwaukee, Milwaukee County, Wisconsin |
| Improvements: | Two-story buildings |
| Total Units - Occupancy: | 34 units with 100% occupancy |

| Unit Type | Size (SF) | Rent | Concession |
|---|---|---|---|
| 1-Br/1-Ba | 495 | $540 | None |
| 2-Br/1-Ba | 725 | $750 | None |
| 3-Br/1.5-Ba Townhouse | 986 | $1,000 | None |

| | |
|---|---|
| Utilities Included: | Heat, hot water, cold water/sewer and trash/recycling for one and two-bedroom units. Townhouse units have tenant-paid heat, hot water and unit electric. |
| Year Built: | 1945 |
| Amenities: | Range/oven, refrigerator and wall air-conditioner |
| Date Information Verified: | November 2018 |
| Parking: | Surface parking included for one and two-bedroom units; townhouse units include an attached garage. |
| Comments: | Overall average condition |
| Contact: | 414-276-5611 or 414-774-3722 |

COMPARABLE RENTAL NO. 5

Kilbourn Loft Apartments
2200 West Kilbourn Avenue
Milwaukee, Wisconsin

(a tax-credit adaptive rehabilitation of a former hospital
containing both tax-credit and market-rate units)

# COMPARABLE RENTAL NO. 5

| | |
|---|---|
| Project Name: | Kilbourn Loft Apartments |
| Location: | 2200 West Kilbourn Street<br>City of Milwaukee, Milwaukee County, Wisconsin |
| Improvements: | Six-story former hospital elevator building with general occupancy and income-restricted units. |
| Total Units: | 99 units with 98% occupancy |

| Unit Type | Size (SF) | Rent | Concession |
|---|---|---|---|
| 1-Br/1-Ba – 50% CMI | 737 | $532 | None |
| 1-Br/1-Ba – 60% CMI | 737 | $721 | None |
| 1-Br/1-Ba – Market Rate | 737 | $917 | None |
| 2-Br/1-Ba – 50% CMI | 928 | $715 | None |
| 2-Br/1-Ba – 60% CMI | 928 | $825 | None |
| 2-Br/1-Ba – Market Rate | 928 | $1,084 | None |
| 3-Br/2-Ba – 50% CMI | 1,244 | $826 | None |
| 3-Br/2-Ba – 60% CMI | 1,244 | $1,022 | None |
| 3-Br/2-Ba – Market Rate | 1,244 | $1,461 | None |

| | |
|---|---|
| Utilities Included: | Hot water, cold water/sewer and trash/recycling |
| Year Built: | 1912 original construction plus later building additions; converted to apartment use during 2005 |
| Amenities: | Range/oven, refrigerator, dishwasher, central air-conditioner and in-unit washer/dryer. Community room, theater, internet lounge, exercise room, lounge/library and arcade |
| Subsidies and Restrictions: | Both income-restricted and market-rate units |
| Date Information Verified: | November 2018 |
| Parking: | Gated surface parking is available for $50 per month |
| Comments: | Overall average to good condition. Tax-credit adaptive rehabilitation of a hospital building to apartments, as well as, educational use with several schools being located at east and west ends of the property. |
| Contact: | 414-931-3241 |

COMPARABLE RENTAL NO. 6


The Reeves Apartments
846 North 14th Street
Milwaukee, Wisconsin

# COMPARABLE RENTAL NO. 6

| | |
|---|---|
| Project Name: | The Reeves Apartments |
| Location: | 846 North 14th Street<br>City of Milwaukee, Milwaukee County, Wisconsin |
| Improvements: | Four-story general occupancy market rate building |
| Total Units - Occupancy: | 17 units with 100% occupancy |

| Unit Type | Size (SF) | Rent | Concession |
|---|---|---|---|
| 2-Br/1-Ba | 900 | $1,050 | None |
| 3-Br/1-Ba | 1200 | $1,350 | None |

| | |
|---|---|
| Utilities Included: | Heat, hot water, cold water/sewer and trash/recycling |
| Year Built: | 1916 |
| Amenities: | Range/oven, refrigerator and patio/balcony |
| Date Information Verified: | November 2018 |
| Parking: | Surface parking is available for $60 per month |
| Comments: | Overall average condition |
| Contact: | 414-771-1086 |

# APPENDIX 2

Park West Townhouses
Milwaukee, Wisconsin

## COMPARABLE RENTAL #7

| | |
|---|---|
| Project Name: | Parkwest Townhouses |
| Location: | 3805 W. Meinecke Avenue<br>Milwaukee, Wisconsin |
| Improvements: | Three-story buildings; partial attached parking |
| Total Units: | 72 |

| Unit Type | Size (SF) | Rent | Heat | Parking | Concession |
|---|---|---|---|---|---|
| Phase I | | | | | |
| 2 BR/1 BA/Apartment-50% AMI | 948 | $685 | Tenant | 1-Attached | None |
| 2 BR/1 BA/Apartment-60% AMI | 948 | $700 | Tenant | 1-Attached | None |
| 2 BR/1.5 BA/Townhouse-50% AMI | 1,100 | $700 | Tenant | 1-Attached | None |
| 2 BR/1.5 BA/Townhouse-60% AMI | 1,100 | $795 | Tenant | 1-Attached | None |
| 3 BR/1 BA/Apartment-50% AMI | 1,200 | $750 | Tenant | 1-Attached | None |
| 3 BR/1 BA/Apartment-60% AMI | 1,200 | $750 | Tenant | 1-Attached | None |
| 3 BR/1.5 BA/Townhouse-50% AMI | 1,360 | $800 | Tenant | 1-Attached | None |
| 3 BR/1.5 BA/Townhouse-60% AMI | 1,360 | $850 | Tenant | 1-Attached | None |
| Phase II | | | | | |
| 2 BR/1.5 BA/Townhouse-50% AMI | 1,185 | $670 | Tenant | 1-Attached | None |
| 2 BR/1.5 BA/Townhouse-60% AMI | 1,185 | $795 | Tenant | 1-Attached | None |
| 3 BR/1.5 BA/Townhouse-50% AMI | 1,360 | $800 | Tenant | 1-Attached | None |
| 3 BR/1.5 BA/Townhouse-60% AMI | 1,360 | $850 | Tenant | 1-Attached | None |

| | |
|---|---|
| Year Built: | Phase I - 1994 (38 units); Phase II - 1999 (34 units) |
| Unit Amenities: | Private entrances for townhouse units, carpeting, range, refrigerator, built-in garage parking; Phase II three bedroom units have basements |
| Project Amenities: | Clubhouse and office |
| Vacancy: | 6.9% |
| Comments: | This is a two phase development located in Milwaukee's near northwest side. Phase I opened December 1994 and reached full occupancy as of mid-May 1995 indicating monthly absorption of 6.9 units per month. Phase II was completed in late December 1999 after its first units were completed on December 2, 1999; it was fully absorbed by the end of April 2000 indicating monthly absorption of 6.8 units per month. |
| Contact: | 414-445-7661 |

Metcalfe Park Homes
Milwaukee, Wisconsin

## COMPARABLE RENTAL #8

Project Name: Metcalfe Park Homes

Location: Scattered sites within the area including the 2400 to 2600 blocks of N. 27th, 28th, 29th, 30th, 35th 36th and 37th Streets in the City of Milwaukee.

Improvements: Two-story single-family homes with attached one car garages and basements

Total Units: 30

| Unit Type | Size (SF) | Rent | Heat | Parking | Concession |
|---|---|---|---|---|---|
| 3 BR/2 BA - 50% CMI | 1,408 | $731 | Tenant | 1-Att. Gar. | None |
| 3 BR/2 BA - 60% CMI | 1,408 | $985 | Tenant | 1-Att. Gar. | None |
| 4 BR/2 BA - 60% CMI | 1,650 | $985 | Tenant | 1-Att. Gar. | None |

Year Built: 2007

Unit Amenities: Each single family home has a private entry, an attached one-car garage and basement. In addition, each has an oven/range, refrigerator, dishwasher, in-unit washer/dryer, central air conditioning, and porch/patio.

Project Amenities: None

Vacancy: 0%

Comments: Metcalfe Park Homes opened as a family tax credit property in November 2007 and homes were rented as they were completed.

Contact: 414-263-0189

Northside Homeowner Initiative I
Milwaukee, Wisconsin

## COMPARABLE RENTAL #9

| | |
|---|---|
| Project Name: | Northside Homeowner Initiative I |
| Location: | Group 1 - Scattered sites within the area including the 2400 to 2600 blocks of 28th and 29th Streets in the City of Milwaukee. Group 2 - Scattered sites within the area including the 2700 to 2800 blocks of 8th, 9th , 10th and 11th Streets in the City of Milwaukee. |
| Improvements: | Two-story single-family homes with detached one car garages and basements |
| Total Units: | 40 |

| Unit Type | Size (SF) | Rent | Heat | Parking | Concession |
|---|---|---|---|---|---|
| 3 BR/2 BA - 50% CMI | 1,584 | $731 | Tenant | 1-Det. Gar. | None |
| 3 BR/2 BA - 60% CMI | 1,584 | $985 | Tenant | 1-Det. Gar. | None |
| 4 BR/2 BA - 50% CMI | 1,672 | $860 | Tenant | 1-Det. Gar. | None |
| 4 BR/2 BA - 60% CMI | 1,672 | $985 | Tenant | 1-Det. Gar. | None |

| | |
|---|---|
| Year Built: | 2011 - 2012; built as new construction |
| Unit Amenities: | Each single family home has a private entry, a detached one-car garage and basement. In addition, each has an oven/range, refrigerator, dishwasher, in-unit washer/dryer, central air conditioning, and porch/patio. |
| Project Amenities: | None |
| Vacancy: | 0% |
| Comments: | This project was completed in stages from late 2011 through July 2012 with lease-up/occupancy occurring shortly after completion. |
| Contact: | 414-263-0189 |

Carver Park Townhouses I & II
Milwaukee, Wisconsin

## COMPARABLE RENTAL #10

| | |
|---|---|
| Project Name: | Carver Park Townhouses |
| Location: | 1901 N. 6th Street<br>Milwaukee, Wisconsin |
| Improvements: | Two-story buildings with basements and open parking |
| Total Units: | 122 |

| Unit Type | Size (SF) | Rent | Heat | Parking | Concession |
|---|---|---|---|---|---|
| Phase I | | | | | |
| 2BR/1.5BA/Townhouse-60% CMI | 1,034 | $570 | Tenant | Open | None |
| 3BR/1.5BA/Townhouse-60% CMI | 1,381 | $650 | Tenant | Open | None |
| 3BR/1.5BA/Townhouse-Market | 1,381 | $750 | Tenant | Open | None |
| 3BR/1.5BA/Townhouse-Subsidized | 1,381 | 30% | Tenant | Open | None |
| 4BR/2BA/Apartment-Subsidized | 1,446 | 30% | Tenant | Open | None |
| 5BR/2BA/Apartment-Subsidized | 1,748 | 30% | Tenant | Open | None |
| Phase II | | | | | |
| 2BR/1.5BA/Townhouse-60% CMI | 1,244 | $570 | Tenant | Open | None |
| 3BR/1.5BA/Townhouse-60% CMI | 1,365 | $650 | Tenant | Open | None |
| 3BR/1.5BA/Townhouse-Market | 1,365 | $750 | Tenant | Open | None |
| 3BR/1.5BA/Apartment-Subsidized | 1,365 | 30% | Tenant | Open | None |
| 5BR/2BA/Apartment-Subsidized | 1,667 | 30% | Tenant | Open | None |

| | |
|---|---|
| Year Built: | Phase I - 2001 (64 units); Phase II - 2001 (58 units) |
| Unit Amenities: | Private entrances for all units, carpeting, range, refrigerator, laundry hook-up in basement, private basements, and patios |
| Project Amenities: | None |
| Vacancy: | 4.1% |
| Comments: | Carver Park is a newer and unique rental development that replaced Lapham Park Apartments, 170 unit public housing development that was entirely razed. Developed and operated by the Housing Authority of the City of Milwaukee, Carver Park includes tax credit units, subsidized public housing units, as well as, market-rate units. The project opened in mid March 2001 and was fully leased by early March 2002; monthly absorption of 10.2 units was indicated. |
| Contact: | 414-286-8859, Shamika |

# APPENDIX 3

**Meadow Village**
**RENT ROLL DETAIL MODIFIED**
**11/26/2018 10:18:37 AM**
**As of Date: 11/26/2018**
**Parameters: Property - ALL; Unit Designation - ALL; Subjournal - ALL; Sort By - Unit; Display - Market + Addl.**

| Unit | Floor Plan | Unit/Lease Status | Name | Move-In | Lease Start | Lease End | Market + Addl. | Dep On Hand | Balance | Total Charges | SUBRENT | RENT | UTAC | UTILREIMB |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01-1530 | 3B | Occupied | Pirtle, Carmen | 06/02/2009 | 07/01/2009 | 06/30/2010 | 1000.00 | 235.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 01-1532 | 3B | Occupied | SHAW, CONSTANCE | 02/01/2004 | 02/01/2004 | 01/31/2005 | 1000.00 | 164.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 01-1534 | 3B | Occupied | Muhumed, Ayan | 10/15/2018 | 10/15/2018 | 10/30/2018 | 1000.00 | 336.00 | 1294.00 | 1000.00 | 836.00 | 164.00 | 0.00 | 0.00 |
| 01-1536 | 3B | Occupied | KOV, TENG | 09/01/1988 | 09/01/1988 | 08/31/1989 | 1000.00 | 59.00 | 30.00 | 1000.00 | 885.00 | 115.00 | 0.00 | 0.00 |
| 01-1538 | 3B | Occupied | Biyad, Habiba | 12/01/2014 | 12/01/2014 | 11/30/2015 | 1000.00 | 383.00 | 0.00 | 1000.00 | 403.00 | 597.00 | 0.00 | 0.00 |
| 01-1540 | 3B | Occupied | Shale, Fatuma | 05/15/2016 | 06/01/2016 | 05/31/2017 | 1000.00 | 322.00 | 120.00 | 1000.00 | 1000.00 | 0.00 | 22.00 | -22.00 |
| 02-1620 | 4B | Occupied | MUSA, ISHA | 11/01/2008 | 11/01/2008 | 10/31/2009 | 1095.00 | 410.00 | 274.00 | 1115.00 | 1095.00 | 0.00 | 169.00 | -169.00 |
| 02-1622 | 4B | Occupied | Jango, Adey | 07/01/2011 | 07/01/2011 | 06/30/2012 | 1095.00 | 245.00 | 0.00 | 1095.00 | 775.00 | 320.00 | 0.00 | 0.00 |
| 02-1624 | 3B | Occupied | Musa, Mboni | 07/01/2015 | 07/01/2015 | 06/30/2016 | 1000.00 | 102.00 | -320.00 | 1000.00 | 648.00 | 352.00 | 0.00 | 0.00 |
| 02-1626 | 3B | Occupied | Vannavong, Saath | 04/01/2014 | 04/01/2014 | 03/31/2015 | 1000.00 | 140.00 | 90.00 | 1000.00 | 147.00 | 853.00 | 0.00 | 0.00 |
| 03-1404 | 4B | Occupied | Abdi, Hawa | 09/15/2014 | 10/01/2014 | 09/30/2015 | 1095.00 | 411.00 | 0.00 | 1095.00 | 757.00 | 338.00 | 0.00 | 0.00 |
| 03-1406 | 4B | Occupied | Osman, Hawa | 02/01/2009 | 02/01/2009 | 01/31/2010 | 1095.00 | 292.00 | 0.00 | 1095.00 | 871.00 | 224.00 | 0.00 | 0.00 |
| 03-1408 | 3B | Occupied | Arone, Dahabo | 10/15/2013 | 11/01/2013 | 10/31/2014 | 1000.00 | 201.00 | 756.00 | 1000.00 | 329.00 | 671.00 | 0.00 | 0.00 |
| 03-1410 | 3B | Occupied | Jimenez, Luz | 03/01/2010 | 03/01/2010 | 02/28/2011 | 1000.00 | 270.00 | 0.00 | 1000.00 | 796.00 | 204.00 | 0.00 | 0.00 |
| 04-1412 | 3B | Occupied | Abdi, Nimo | 12/15/2015 | 01/01/2016 | 12/31/2016 | 1000.00 | 81.00 | -780.00 | 1000.00 | 447.00 | 553.00 | 0.00 | 0.00 |
| 04-1414 | 3B | Occupied | Jasper, Krystal | 06/15/2015 | 07/01/2015 | 06/30/2016 | 1000.00 | 551.00 | 798.00 | 1000.00 | 484.00 | 516.00 | 0.00 | 0.00 |
| 04-1416 | 4B | Occupied | Johnson, Darraine | 04/01/2013 | 04/01/2013 | 03/31/2014 | 1095.00 | 219.00 | 0.00 | 1095.00 | 934.00 | 161.00 | 0.00 | 0.00 |
| 04-1418 | 4B | Occupied | WIMMER, JOYCE | 11/01/2005 | 11/01/2005 | 10/31/2006 | 1095.00 | 138.00 | 89.00 | 1095.00 | 0.00 | 1095.00 | 0.00 | 0.00 |
| 04-1420 | 3B | Occupied | Moore-Greenhill, MONICA | 02/01/1999 | 02/01/1999 | 01/31/2000 | 1000.00 | 276.00 | 0.00 | 1000.00 | 217.00 | 783.00 | 0.00 | 0.00 |
| 04-1422 | 3B | Occupied | Omar, Tegany | 08/01/2016 | 08/01/2016 | 07/31/2017 | 1000.00 | 387.00 | 16.00 | 1020.00 | 915.00 | 85.00 | 0.00 | 0.00 |
| 05-1426 | 3B | Occupied | MCCALL, CHIQUITA | 04/01/2005 | 04/01/2005 | 03/31/2006 | 1000.00 | 178.00 | 147.00 | 1000.00 | 957.00 | 43.00 | 0.00 | 0.00 |
| 05-1428 | 3B | Occupied | SCOTT, LEATRICE | 04/01/2007 | 04/01/2007 | 03/31/2008 | 1000.00 | 236.00 | 1222.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 05-1430 | 3B | Occupied | Buford, Keshana | 03/15/2016 | 04/01/2016 | 03/31/2017 | 1000.00 | 270.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 05-1432 | 3B | Occupied | Mohamed, Shamsi | 12/15/2015 | 01/01/2016 | 12/31/2016 | 1000.00 | 78.00 | -4.00 | 1000.00 | 663.00 | 337.00 | 0.00 | 0.00 |
| 05-1434 | 3B | Occupied | Abdi, Fardoussa | 12/01/2016 | 12/01/2016 | 11/30/2017 | 1000.00 | 337.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 05-1436 | 3B | Occupied | Geal, Halimo | 02/15/2018 | 03/01/2018 | 02/28/2019 | 1000.00 | 243.00 | -382.00 | 1020.00 | 741.00 | 259.00 | 0.00 | 0.00 |
| 06-1440 | 3B | Occupied | Manual, Yaliscia | 06/01/2014 | 06/01/2014 | 05/31/2015 | 1000.00 | 252.00 | 35.00 | 1000.00 | 668.00 | 332.00 | 0.00 | 0.00 |
| 06-1442 | 3B | Vacant | | | | | 1000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 06-1444 | 3B | Occupied | House, Tiffany | 04/01/2015 | 04/01/2015 | 03/31/2016 | 1000.00 | 177.00 | 1430.00 | 1000.00 | 610.00 | 390.00 | 0.00 | 0.00 |
| 06-1446 | 3B | Occupied | GRABOWSKI, SUSAN | 12/01/2017 | 12/01/2017 | 11/30/2018 | 1000.00 | 143.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 103.00 | -103.00 |
| 06-1448 | 3B | Occupied | Mohammed, Shamsa | 10/01/2011 | 10/01/2011 | 09/30/2012 | 1000.00 | 178.00 | 30.00 | 1000.00 | 945.00 | 55.00 | 0.00 | 0.00 |
| 06-1450 | 3B | Occupied | Ahmed, Rahma | 12/01/2015 | 12/01/2015 | 11/30/2016 | 1000.00 | 730.00 | 147.00 | 1020.00 | 548.00 | 452.00 | 0.00 | 0.00 |
| 07-1454 | 3B | Occupied | Mohando, Fatuma | 12/01/2016 | 12/01/2016 | 11/30/2017 | 1000.00 | 466.00 | 0.00 | 1000.00 | 852.00 | 148.00 | 0.00 | 0.00 |
| 07-1456 | 3B | Occupied | Crutchfield, Quanita | 04/15/2014 | 05/01/2014 | 04/30/2015 | 1000.00 | 224.00 | 718.00 | 1000.00 | 749.00 | 251.00 | 0.00 | 0.00 |
| 07-1458 | 4B | Occupied | AMIR, ANAB | 03/01/2005 | 03/01/2005 | 02/28/2006 | 1095.00 | 598.00 | 0.00 | 1115.00 | 662.00 | 433.00 | 0.00 | 0.00 |
| 07-1460 | 4B | Occupied | Grant, Arrie | 08/02/2014 | 09/01/2014 | 08/31/2015 | 1095.00 | 370.00 | 0.00 | 1095.00 | 832.00 | 263.00 | 0.00 | 0.00 |
| 07-1462 | 3B | Occupied | Lattimore, Jasmine | 12/01/2014 | 12/01/2014 | 11/30/2015 | 1000.00 | 172.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 07-1464 | 3B | Occupied | Davis, Ericka | 01/15/2015 | 02/01/2015 | 01/31/2016 | 1000.00 | 91.00 | 819.00 | 1000.00 | 823.00 | 177.00 | 0.00 | 0.00 |
| 08-1466 | 1B | Occupied | HAYNES, SONIA | 03/31/2017 | 04/01/2001 | 03/31/2002 | 717.00 | 280.00 | 0.00 | 717.00 | 602.00 | 115.00 | 0.00 | 0.00 |
| 08-1468 | 3B | Occupied | Hussein, Amina | 12/01/2016 | 12/01/2016 | 11/30/2017 | 1000.00 | 352.00 | 244.00 | 1000.00 | 756.00 | 244.00 | 0.00 | 0.00 |
| 08-1472 | 3B | Occupied | Mohamed, Amino | 11/01/2017 | 11/01/2017 | 10/31/2018 | 1000.00 | 267.00 | 0.00 | 1000.00 | 878.00 | 122.00 | 0.00 | 0.00 |
| 08-1474 | 3B | Occupied | Hersi, Sahra | 12/01/2015 | 12/01/2015 | 11/30/2016 | 1000.00 | 227.00 | 0.00 | 1020.00 | 663.00 | 337.00 | 0.00 | 0.00 |
| 09-1478 | 3B | Occupied | BLAIR, MARGARET | 10/01/1993 | 10/01/1993 | 09/30/1994 | 1000.00 | 258.00 | 0.00 | 1000.00 | 698.00 | 302.00 | 0.00 | 0.00 |
| 09-1480 | 3B | Occupied | Omar, Nurto | 08/01/2011 | 08/01/2011 | 07/31/2012 | 1000.00 | 196.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 7.00 | -7.00 |
| 09-1482 | 4B | Occupied | Aye, Masoesoe | 04/15/2017 | 05/01/2017 | 04/30/2018 | 1095.00 | 446.00 | 0.00 | 1095.00 | 765.00 | 330.00 | 0.00 | 0.00 |
| 09-1484 | 4B | Occupied | Thoudou, Sweetee | 04/15/2014 | 05/01/2014 | 04/30/2015 | 1095.00 | 321.00 | 219.00 | 1115.00 | 1095.00 | 0.00 | 167.00 | -167.00 |
| 09-1486 | 3B | Occupied | Omar, Fatuma | 05/15/2018 | 06/01/2018 | 05/31/2019 | 1000.00 | 350.00 | 0.00 | 1000.00 | 827.00 | 173.00 | 0.00 | 0.00 |
| 09-1488 | 3B | Occupied | PHONEPRASITH, BOUAVONE | 09/01/2008 | 09/01/2008 | 08/31/2009 | 1000.00 | 206.00 | 0.00 | 1000.00 | 903.00 | 97.00 | 0.00 | 0.00 |
| 10-1530 | 3B | Vacant | | | | | 1000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10-1532 | 3B | Occupied | Omar, Ahmed | 10/01/2015 | 10/01/2015 | 09/30/2016 | 1000.00 | 573.00 | 0.00 | 1020.00 | 531.00 | 469.00 | 0.00 | 0.00 |
| 10-1534 | 3B | Occupied | Ashkir, Maryan | 03/01/2018 | 03/01/2018 | 02/28/2019 | 1000.00 | 576.00 | 0.00 | 1000.00 | 640.00 | 360.00 | 0.00 | 0.00 |
| 10-1536 | 3B | Occupied | Mohamed, Sahra | 10/15/2015 | 11/01/2015 | 10/31/2016 | 1000.00 | 522.00 | 0.00 | 1020.00 | 752.00 | 248.00 | 0.00 | 0.00 |
| 10-1538 | 3B | Occupied | Hussain, Shahab | 03/01/2010 | 03/01/2010 | 02/28/2011 | 1000.00 | 378.00 | 1680.00 | 1000.00 | 804.00 | 196.00 | 0.00 | 0.00 |
| 10-1540 | 3B | Occupied | Gurey, Habiba | 08/01/2014 | 08/01/2014 | 07/31/2015 | 1000.00 | 50.00 | 0.00 | 1000.00 | 596.00 | 404.00 | 0.00 | 0.00 |
| 11-1531 | 3B | Occupied | Abuasala, Bakita | 09/15/2015 | 10/01/2015 | 09/30/2016 | 1000.00 | 542.00 | -454.00 | 1000.00 | 630.00 | 370.00 | 0.00 | 0.00 |
| 11-1533 | 3B | Occupied | Hilowle, Ahado | 03/15/2014 | 04/01/2014 | 03/31/2015 | 1000.00 | 444.00 | 0.00 | 1000.00 | 774.00 | 226.00 | 0.00 | 0.00 |
| 11-1535 | 4B | Occupied | Gedi, Hibo | 02/15/2018 | 03/01/2018 | 02/28/2019 | 1095.00 | 431.00 | -239.00 | 1095.00 | 1095.00 | 0.00 | 169.00 | -169.00 |
| 11-1537 | 4B | Occupied | Abdullahi, Hali | 10/15/2017 | 11/01/2017 | 10/31/2018 | 1095.00 | 320.00 | -1126.00 | 1095.00 | 907.00 | 188.00 | 0.00 | 0.00 |
| 12-1500 | 3B | Occupied | Ali, Jamaila | 11/01/2016 | 11/01/2016 | 10/31/2017 | 1000.00 | 286.00 | -680.00 | 1000.00 | 428.00 | 572.00 | 0.00 | 0.00 |
| 12-1502 | 3B | Occupied | WASHINGTON, MAE | 10/10/1975 | 11/01/1975 | 10/31/1976 | 1000.00 | 189.00 | 0.00 | 1000.00 | 926.00 | 74.00 | 0.00 | 0.00 |
| 12-1504 | 4B | Occupied | Mursal, Halima | 12/01/2015 | 12/01/2015 | 11/30/2016 | 1095.00 | 382.00 | 0.00 | 1095.00 | 675.00 | 420.00 | 0.00 | 0.00 |

**Meadow Village**
**RENT ROLL DETAIL MODIFIED**
**11/26/2018 10:18:37 AM**
**As of Date: 11/26/2018**
**Parameters: Property - ALL; Unit Designation - ALL; Subjournal - ALL; Sort By - Unit; Display - Market + Addl.**

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-1506 | 4B | Occupied | Amir, Kadijo | 03/15/2016 | 04/01/2016 | 03/31/2017 | 1095.00 | 685.00 | 0.00 | 1095.00 | 751.00 | 344.00 | 0.00 | 0.00 |
| 12-1508 | 3B | Occupied | Nichols, Precious | 02/15/2015 | 03/01/2015 | 02/29/2016 | 1000.00 | 86.00 | 1229.00 | 1000.00 | 518.00 | 482.00 | 0.00 | 0.00 |
| 12-1510 | 3B | Occupied | Shoble, Halima | 04/15/2018 | 05/01/2018 | 04/30/2019 | 1000.00 | 1153.00 | -112.00 | 1020.00 | 268.00 | 732.00 | 0.00 | 0.00 |
| 13-1514 | 4B | Occupied | Noor, Asha | 12/19/2017 | 01/01/2018 | 12/31/2018 | 1095.00 | 644.00 | 9.00 | 1095.00 | 1095.00 | 0.00 | 53.00 | -53.00 |
| 13-1516 | 4B | Occupied | Abakar, Mariam | 02/01/2013 | 02/01/2013 | 01/31/2014 | 1095.00 | 625.00 | 632.00 | 1095.00 | 794.00 | 301.00 | 0.00 | 0.00 |
| 13-1518 | 3B | Occupied | Muddey, Abdifatah | 12/15/2015 | 01/01/2016 | 12/31/2016 | 1000.00 | 384.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 34.00 | -34.00 |
| 13-1520 | 3B | Occupied | SAYAVONGSA, VANTHONG | 10/01/1990 | 10/01/1990 | 09/30/1991 | 1000.00 | 50.00 | 0.00 | 1000.00 | 932.00 | 68.00 | 0.00 | 0.00 |
| 14-1524 | 3B | Occupied | THETPHASONE, LIANE | 01/01/1986 | 04/01/1986 | 03/31/1987 | 1000.00 | 143.00 | 0.00 | 1000.00 | 926.00 | 74.00 | 0.00 | 0.00 |
| 14-1526 | 3B | Occupied | Davis, Delora | 06/15/2016 | 07/01/2016 | 06/30/2017 | 1000.00 | 184.00 | 0.00 | 1000.00 | 480.00 | 520.00 | 0.00 | 0.00 |
| 14-1528 | 3B | Occupied | Afrah, Halimo | 03/15/2015 | 04/01/2015 | 03/31/2016 | 1000.00 | 306.00 | 0.00 | 1000.00 | 786.00 | 214.00 | 0.00 | 0.00 |
| 14-1530 | 3B | Occupied | Mukawa, Mumina | 12/15/2015 | 01/01/2016 | 12/31/2016 | 1000.00 | 50.00 | -175.00 | 1000.00 | 792.00 | 208.00 | 0.00 | 0.00 |
| 14-1532 | 3B | Occupied | Abdi, Amina | 05/15/2013 | 06/01/2013 | 05/31/2014 | 1000.00 | 233.00 | 120.00 | 1000.00 | 852.00 | 148.00 | 0.00 | 0.00 |
| 14-1534 | 3B | Vacant-Leased | | | | | 1000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15-1501 | 3B | Occupied | HUNTER, GEANETTE | 02/01/2003 | 02/01/2003 | 01/31/2004 | 1000.00 | 253.00 | 0.00 | 1000.00 | 867.00 | 133.00 | 0.00 | 0.00 |
| 15-1503 | 3B | Occupied | BYRD, CAROLINE | 11/01/2001 | 11/01/2001 | 10/31/2002 | 1000.00 | 527.00 | 26.00 | 1000.00 | 393.00 | 607.00 | 0.00 | 0.00 |
| 15-1505 | 3B | Occupied | Davis, Miriah | 03/01/2018 | 03/01/2018 | 02/28/2019 | 1000.00 | 301.00 | -147.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 15-1507 | 3B | Occupied | Vales, Candice | 11/15/2011 | 12/01/2011 | 11/30/2012 | 1000.00 | 205.00 | 161.00 | 1000.00 | 498.00 | 502.00 | 0.00 | 0.00 |
| 15-1509 | 3B | Occupied | Peoples, Chakezia | 11/15/2010 | 11/01/2010 | 10/31/2011 | 1000.00 | 178.00 | 790.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 15-1511 | 3B | Occupied | Aden, Abdulkadir | 04/01/2018 | 04/01/2018 | 03/31/2019 | 1000.00 | 50.00 | 0.00 | 1000.00 | 1000.00 | 0.00 | 147.00 | -147.00 |
| 15-1513 | 3B | Occupied | WILLIAMS, JANET | 03/18/2011 | 07/01/2008 | 06/30/2009 | 1000.00 | 324.00 | 0.00 | 1000.00 | 916.00 | 84.00 | 0.00 | 0.00 |
| 15-1515 | 3B | Occupied | Soumo, Khadija | 07/31/2017 | 08/01/2017 | 07/31/2018 | 1000.00 | 183.00 | 0.00 | 1000.00 | 643.00 | 357.00 | 0.00 | 0.00 |
| 16-1508 | 4B | Occupied | Aroni, Dahabo | 12/31/2010 | 01/01/2011 | 12/31/2012 | 1095.00 | 142.00 | 0.00 | 1095.00 | 831.00 | 264.00 | 0.00 | 0.00 |
| 16-1510 | 4B | Occupied | Roosy, Isha | 06/01/2009 | 06/01/2009 | 05/31/2010 | 1095.00 | 503.00 | 0.00 | 1095.00 | 823.00 | 272.00 | 0.00 | 0.00 |
| 16-1512 | 3B | Occupied | SANOUVONG, KHAMPHONE | 02/01/1995 | 02/01/1995 | 01/31/1996 | 1000.00 | 161.00 | 0.00 | 1000.00 | 880.00 | 120.00 | 0.00 | 0.00 |
| 16-1514 | 3B | Occupied | Jackson, Dominque | 09/01/2013 | 09/01/2013 | 08/31/2014 | 1000.00 | 526.00 | 0.00 | 1000.00 | 729.00 | 271.00 | 0.00 | 0.00 |
| 16-1520 | 4B | Occupied | NUELL, JOHNESHA | 09/01/2002 | 09/01/2002 | 08/31/2003 | 1095.00 | 447.00 | 327.00 | 1095.00 | 192.00 | 903.00 | 0.00 | 0.00 |
| 16-1522 | 4B | Occupied | Omar, Abdirazak | 01/01/2018 | 01/01/2018 | 12/31/2018 | 1095.00 | 612.00 | 0.00 | 1095.00 | 623.00 | 472.00 | 0.00 | 0.00 |
| 16-1524 | 3B | Occupied | Idow, Rahma | 01/15/2013 | 02/01/2013 | 01/31/2014 | 1000.00 | 172.00 | 0.00 | 1000.00 | 750.00 | 250.00 | 0.00 | 0.00 |
| 16-1526 | 3B | Occupied | Green, Brenda | 07/16/2012 | 08/01/2012 | 07/31/2013 | 1000.00 | 805.00 | 2030.00 | 1000.00 | 651.00 | 349.00 | 0.00 | 0.00 |
| **TOTAL** | | | | | | | **91,617.00** | **27,493.00** | | **88,817.00** | **65,524.00** | **23,093.00** | **2,047.00** | **-2,047.00** |

**APPENDIX 4**

# Pop-Facts Demographics Snapshot | Summary

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village

| | |
|---|---|
| **Population** | |
| 2000 Census | 25,862 |
| 2010 Census | 26,217 |
| 2018 Estimate | 26,184 |
| 2023 Projection | 26,178 |
| **Population Growth** | |
| Percent Change: 2000 to 2010 | 1.37 |
| Percent Change: 2010 to 2018 | -0.13 |
| Percent Change: 2018 to 2023 | -0.02 |

| | |
|---|---|
| **Households** | |
| 2000 Census | 8,631 |
| 2010 Census | 8,921 |
| 2018 Estimate | 9,030 |
| 2023 Projection | 9,113 |
| **Household Growth** | |
| Percent Change: 2000 to 2010 | 3.36 |
| Percent Change: 2010 to 2018 | 1.22 |
| Percent Change: 2018 to 2023 | 0.92 |

| | |
|---|---|
| **Family Households** | |
| 2000 Census | 3,516 |
| 2010 Census | 3,421 |
| 2018 Estimate | 3,445 |
| 2023 Projection | 3,472 |
| **Family Household Growth** | |
| Percent Change: 2000 to 2010 | -2.70 |
| Percent Change: 2010 to 2018 | 0.70 |
| Percent Change: 2018 to 2023 | 0.78 |

# Pop-Facts Demographics Snapshot | Population & Race

ENVIRONICS ANALYTICS

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village

**Total Population:** 26,184 | **Total Households:** 9,030

| | Count | % |
|---|---|---|
| **2018 Est. Population by Single-Classification Race** | | |
| White Alone | 10,230 | 39.07 |
| Black/African American Alone | 12,926 | 49.37 |
| American Indian/Alaskan Native Alone | 130 | 0.50 |
| Asian Alone | 1,554 | 5.93 |
| Native Hawaiian/Pacific Islander Alone | 5 | 0.02 |
| Some Other Race Alone | 681 | 2.60 |
| Two or More Races | 658 | 2.51 |
| **2018 Est. Population by Hispanic or Latino Origin** | | |
| Not Hispanic or Latino | 24,440 | 93.34 |
| Hispanic or Latino | 1,744 | 6.66 |
| Mexican Origin | 757 | 43.41 |
| Puerto Rican Origin | 504 | 28.90 |
| Cuban Origin | 47 | 2.69 |
| All Other Hispanic or Latino | 436 | 25.00 |
| **2018 Est. Pop by Race, Asian Alone, by Category** | | |
| Chinese, except Taiwanese | 412 | 26.51 |
| Filipino | 26 | 1.67 |
| Japanese | 0 | 0.00 |
| Asian Indian | 142 | 9.14 |
| Korean | 46 | 2.96 |
| Vietnamese | 17 | 1.09 |
| Cambodian | 0 | 0.00 |
| Hmong | 457 | 29.41 |
| Laotian | 271 | 17.44 |
| Thai | 2 | 0.13 |
| All Other Asian Races Including 2+ Category | 181 | 11.65 |
| **2018 Est. Population by Ancestry** | | |
| Arab | 233 | 0.89 |
| Czech | 68 | 0.26 |
| Danish | 18 | 0.07 |
| Dutch | 61 | 0.23 |
| English | 252 | 0.96 |
| French (Excluding Basque) | 148 | 0.56 |
| French Canadian | 15 | 0.06 |
| German | 2,214 | 8.46 |
| Greek | 19 | 0.07 |
| Hungarian | 35 | 0.13 |
| Irish | 1,274 | 4.87 |
| Italian | 720 | 2.75 |
| Lithuanian | 69 | 0.26 |
| Norwegian | 169 | 0.65 |
| Polish | 699 | 2.67 |
| Portuguese | 0 | 0.00 |
| Russian | 45 | 0.17 |
| Scotch-Irish | 25 | 0.10 |
| Scottish | 61 | 0.23 |
| Slovak | 61 | 0.23 |
| Sub-Saharan African | 1,134 | 4.33 |
| Swedish | 54 | 0.21 |
| Swiss | 0 | 0.00 |
| Ukrainian | 47 | 0.18 |
| United States or American | 137 | 0.52 |
| Welsh | 13 | 0.05 |
| West Indian (Excluding Hispanic groups) | 23 | 0.09 |
| Other ancestries | 15,638 | 59.72 |
| Ancestries Unclassified | 2,952 | 11.27 |
| **2018 Est. Pop Age 5+ by Language Spoken At Home** | | |
| Speak Only English at Home | 21,059 | 86.13 |
| Speak Asian/Pacific Isl. Lang. at Home | 1,080 | 4.42 |
| Speak Indo-European Language at Home | 556 | 2.27 |
| Speak Spanish at Home | 1,341 | 5.49 |
| Speak Other Language at Home | 413 | 1.69 |
| **2018 Est. Hisp. or Latino Pop by Single-Class. Race** | | |
| White Alone | 741 | 42.49 |
| Black/African American Alone | 213 | 12.21 |
| American Indian/Alaskan Native Alone | 21 | 1.20 |
| Asian Alone | 24 | 1.38 |
| Native Hawaiian/Pacific Islander Alone | 0 | 0.00 |
| Some Other Race Alone | 643 | 36.87 |
| Two or More Races | 102 | 5.85 |

**Benchmark:** USA

# Pop-Facts Demographics Snapshot | Population & Race

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village

**Total Population:** 26,184 | **Total Households:** 9,030

| | Count | % |
|---|---|---|
| **2018 Est. Population by Sex** | | |
| Male | 13,417 | 51.24 |
| Female | 12,767 | 48.76 |
| **2018 Est. Population by Age** | | |
| Age 0 - 4 | 1,735 | 6.63 |
| Age 5 - 9 | 1,531 | 5.85 |
| Age 10 - 14 | 1,303 | 4.98 |
| Age 15 - 17 | 1,050 | 4.01 |
| Age 18 - 20 | 3,940 | 15.05 |
| Age 21 - 24 | 4,343 | 16.59 |
| Age 25 - 34 | 4,089 | 15.62 |
| Age 35 - 44 | 2,590 | 9.89 |
| Age 45 - 54 | 2,105 | 8.04 |
| Age 55 - 64 | 1,847 | 7.05 |
| Age 65 - 74 | 1,087 | 4.15 |
| Age 75 - 84 | 432 | 1.65 |
| Age 85 and over | 132 | 0.50 |
| Age 16 and over | 21,279 | 81.27 |
| Age 18 and over | 20,565 | 78.54 |
| Age 21 and over | 16,625 | 63.49 |
| Age 65 and over | 1,651 | 6.30 |
| Median Age | – | 24.14 |
| Average Age | – | 30.11 |
| **2018 Est. Pop Age 15+ by Marital Status** | | |
| Total, Never Married | 16,756 | 77.52 |
| Male, Never Married | 8,724 | 40.36 |
| Female, Never Married | 8,032 | 37.16 |
| Married, Spouse Present | 1,891 | 8.75 |
| Married, Spouse Absent | 971 | 4.49 |
| Widowed | 449 | 2.08 |
| Male, Widowed | 113 | 0.52 |
| Female, Widowed | 336 | 1.55 |
| Divorced | 1,548 | 7.16 |
| Male, Divorced | 757 | 3.50 |
| Female, Divorced | 791 | 3.66 |
| **2018 Est. Male Population by Age** | | |
| Male: Age 0 - 4 | 907 | 6.76 |
| Male: Age 5 - 9 | 789 | 5.88 |
| Male: Age 10 - 14 | 646 | 4.82 |
| Male: Age 15 - 17 | 547 | 4.08 |
| Male: Age 18 - 20 | 1,855 | 13.83 |
| Male: Age 21 - 24 | 2,071 | 15.44 |
| Male: Age 25 - 34 | 2,204 | 16.43 |
| Male: Age 35 - 44 | 1,366 | 10.18 |
| Male: Age 45 - 54 | 1,181 | 8.80 |
| Male: Age 55 - 64 | 1,000 | 7.45 |
| Male: Age 65 - 74 | 566 | 4.22 |
| Male: Age 75 - 84 | 227 | 1.69 |
| Male: Age 85 and over | 58 | 0.43 |
| Median Age, Male | – | 24.76 |
| Average Age, Male | – | 30.56 |
| **2018 Est. Female Population by Age** | | |
| Female: Age 0 - 4 | 828 | 6.49 |
| Female: Age 5 - 9 | 742 | 5.81 |
| Female: Age 10 - 14 | 657 | 5.15 |
| Female: Age 15 - 17 | 503 | 3.94 |
| Female: Age 18 - 20 | 2,085 | 16.33 |
| Female: Age 21 - 24 | 2,272 | 17.80 |
| Female: Age 25 - 34 | 1,885 | 14.77 |
| Female: Age 35 - 44 | 1,224 | 9.59 |
| Female: Age 45 - 54 | 924 | 7.24 |
| Female: Age 55 - 64 | 847 | 6.63 |
| Female: Age 65 - 74 | 521 | 4.08 |
| Female: Age 75 - 84 | 205 | 1.61 |
| Female: Age 85 and over | 74 | 0.58 |
| Median Age, Female | – | 23.61 |
| Average Age, Female | – | 29.31 |

**Benchmark:** USA

# Pop-Facts Demographics Snapshot | Housing & Households

ENVIRONICS ANALYTICS

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village

**Total Population:** 26,184 | **Total Households:** 9,030

| | Count | % |
|---|---|---|
| **2018 Est. Households by Household Type** | | |
| Family Households | 3,445 | 38.15 |
| NonFamily Households | 5,585 | 61.85 |
| **2018 Est. Group Quarters Population** | | |
| 2018 Est. Group Quarters Population | 5,994 | 22.89 |
| **2018 HHs By Ethnicity, Hispanic/Latino** | | |
| 2018 HHs By Ethnicity, Hispanic/Latino | 525 | 5.81 |
| **2018 Est. Family HH Type by Presence of Own Child.** | | |
| Married Couple Family, own children | 404 | 11.73 |
| Married Couple Family, no own children | 519 | 15.06 |
| Male Householder, own children | 174 | 5.05 |
| Male Householder, no own children | 202 | 5.86 |
| Female Householder, own children | 1,528 | 44.35 |
| Female Householder, no own children | 618 | 17.94 |
| **2018 Est. Households by Household Size** | | |
| 1-Person Household | 4,037 | 44.71 |
| 2-Person Household | 2,086 | 23.10 |
| 3-Person Household | 1,302 | 14.42 |
| 4-Person Household | 789 | 8.74 |
| 5-Person Household | 412 | 4.56 |
| 6-Person Household | 206 | 2.28 |
| 7-or-more-person | 198 | 2.19 |
| 2018 Est. Average Household Size | -- | 2.23 |
| **2018 Est. Households by Number of Vehicles** | | |
| No Vehicles | 3,473 | 38.46 |
| 1 Vehicle | 3,894 | 43.12 |
| 2 Vehicles | 1,260 | 13.95 |
| 3 Vehicles | 275 | 3.04 |
| 4 Vehicles | 72 | 0.80 |
| 5 or more Vehicles | 56 | 0.62 |
| 2018 Est. Average Number of Vehicles | -- | 0.88 |
| **2018 Est. Occupied Housing Units by Tenure** | | |
| Housing Units, Owner-Occupied | 1,267 | 14.03 |
| Housing Units, Renter-Occupied | 7,763 | 85.97 |
| **2018 Owner Occ. HUs: Avg. Length of Residence** | | |
| 2018 Owner Occ. HUs: Avg. Length of Residence | -- | 19.44 |
| **2018 Renter Occ. HUs: Avg. Length of Residence** | | |
| 2018 Renter Occ. HUs: Avg. Length of Residence | -- | 6.07 |
| **2018 Est. Owner-Occupied Housing Units by Value** | | |
| Value Less Than $20,000 | 67 | 5.29 |
| Value $20,000 - $39,999 | 91 | 7.18 |
| Value $40,000 - $59,999 | 174 | 13.73 |
| Value $60,000 - $79,999 | 254 | 20.05 |
| Value $80,000 - $99,999 | 152 | 12.00 |
| Value $100,000 - $149,999 | 316 | 24.94 |
| Value $150,000 - $199,999 | 86 | 6.79 |
| Value $200,000 - $299,999 | 92 | 7.26 |
| Value $300,000 - $399,999 | 20 | 1.58 |
| Value $400,000 - $499,999 | 10 | 0.79 |
| Value $500,000 - $749,999 | 3 | 0.24 |
| Value $750,000 - $999,999 | 1 | 0.08 |
| Value $1,000,000 - $1,499,999 | 0 | 0.00 |
| Value $1,500,000 - $1,999,999 | 1 | 0.08 |
| Value $2,000,000 or more | 0 | 0.00 |
| 2018 Est. Median All Owner-Occupied Housing Value | -- | 85,379.59 |

**Benchmark:** USA

# Pop-Facts Demographics Snapshot | Housing & Households

ENVIRONICS ANALYTICS

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village **Total Population:** 26,184 | **Total Households:** 9,030

| | Count | % |
|---|---|---|
| **2018 Est. Housing Units by Units in Structure** | | |
| 1 Unit Attached | 441 | 4.23 |
| 1 Unit Detached | 1,914 | 18.36 |
| 2 Units | 1,129 | 10.83 |
| 3 to 4 Units | 899 | 8.63 |
| 5 to 19 Units | 1,840 | 17.65 |
| 20 to 49 Units | 2,195 | 21.06 |
| 50 or More Units | 1,993 | 19.12 |
| Mobile Home or Trailer | 12 | 0.12 |
| Boat, RV, Van, etc. | 0 | 0.00 |
| **2018 Est. Housing Units by Year Structure Built** | | |
| Built 2014 or Later | 236 | 2.26 |
| Built 2010 to 2013 | 92 | 0.88 |
| Built 2000 to 2009 | 875 | 8.39 |
| Built 1990 to 1999 | 542 | 5.20 |
| Built 1980 to 1989 | 497 | 4.77 |
| Built 1970 to 1979 | 907 | 8.70 |
| Built 1960 to 1969 | 946 | 9.08 |
| Built 1950 to 1959 | 743 | 7.13 |
| Built 1940 to 1949 | 832 | 7.98 |
| Built 1939 or Earlier | 4,753 | 45.60 |
| **2018 Housing Units by Year Structure Built** | | |
| 2018 Est. Median Year Structure Built | -- | 1,941.89 |
| **2018 Est. Households by Presence of People Under 18** | | |
| 2018 Est. Households by Presence of People Under 18 | 2,416 | 26.75 |
| **Households with 1 or More People under Age 18** | | |
| Married Couple Family | 455 | 18.83 |
| Other Family, Male Householder | 203 | 8.40 |
| Other Family, Female Householder | 1,735 | 71.81 |
| NonFamily Household, Male Householder | 14 | 0.58 |
| NonFamily Household, Female Householder | 9 | 0.37 |
| **2018 Est. Households with No People under Age 18** | | |
| Households with No People under Age 18 | 6,614 | 73.25 |
| **Households with No People under Age 18** | | |
| Married Couple Family | 468 | 7.08 |
| Other Family, Male Householder | 175 | 2.65 |
| Other Family, Female Householder | 412 | 6.23 |
| NonFamily, Male Householder | 2,901 | 43.86 |
| NonFamily, Female Householder | 2,658 | 40.19 |

**Benchmark:** USA

# Pop-Facts Demographics Snapshot | Affluence & Education

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village

**Total Population:** 26,184 | **Total Households:** 9,030

| | Count | % |
|---|---|---|
| **2018 Est. Pop Age 25+ by Edu. Attainment** | | |
| Less than 9th Grade | 792 | 6.45 |
| Some High School, No Diploma | 2,096 | 17.07 |
| High School Graduate (or GED) | 3,327 | 27.09 |
| Some College, No Degree | 2,779 | 22.63 |
| Associate's Degree | 794 | 6.46 |
| Bachelor's Degree | 1,470 | 11.97 |
| Master's Degree | 681 | 5.54 |
| Professional Degree | 145 | 1.18 |
| Doctorate Degree | 198 | 1.61 |
| **2017 Est. Pop Age 25+ by Edu. Attain., Hisp./Lat.** | | |
| High School Diploma | 334 | 38.39 |
| High School Graduate | 231 | 26.55 |
| Some College or Associate's Degree | 166 | 19.08 |
| Bachelor's Degree or Higher | 139 | 15.98 |
| **2018 Est. Households by HH Income** | | |
| Income < $15,000 | 3,748 | 41.51 |
| Income $15,000 - $24,999 | 1,556 | 17.23 |
| Income $25,000 - $34,999 | 1,118 | 12.38 |
| Income $35,000 - $49,999 | 1,081 | 11.97 |
| Income $50,000 - $74,999 | 831 | 9.20 |
| Income $75,000 - $99,999 | 300 | 3.32 |
| Income $100,000 - $124,999 | 137 | 1.52 |
| Income $125,000 - $149,999 | 88 | 0.97 |
| Income $150,000 - $199,999 | 84 | 0.93 |
| Income $200,000 - $249,999 | 38 | 0.42 |
| Income $250,000 - $499,999 | 36 | 0.40 |
| Income $500,000+ | 13 | 0.14 |
| 2018 Est. Average Household Income | – | 31,563.34 |
| 2018 Est. Median Household Income | – | 19,455.84 |
| **2018 Median HH Inc. by Single-Class. Race or Eth.** | | |
| White Alone | – | 20,576.88 |
| Black or African American Alone | – | 18,142.43 |
| American Indian and Alaskan Native Alone | – | 31,047.60 |
| Asian Alone | – | 21,184.77 |
| Native Hawaiian and Other Pacific Islander Alone | – | 57,860.26 |
| Some Other Race Alone | – | 18,962.59 |
| Two or More Races | – | 27,590.82 |
| Hispanic or Latino | – | 24,109.01 |
| Not Hispanic or Latino | – | 19,207.81 |
| **2018 Est. Families by Poverty Status** | | |
| 2018 Families at or Above Poverty | 1,970 | 57.18 |
| 2018 Families at or Above Poverty with children | 1,137 | 33.00 |
| 2018 Families Below Poverty | 1,475 | 42.82 |
| 2018 Families Below Poverty with children | 1,280 | 37.16 |

**Benchmark:** USA

# Pop-Facts Demographics Snapshot | Education & Occupation

ENVIRONICS ANALYTICS

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village

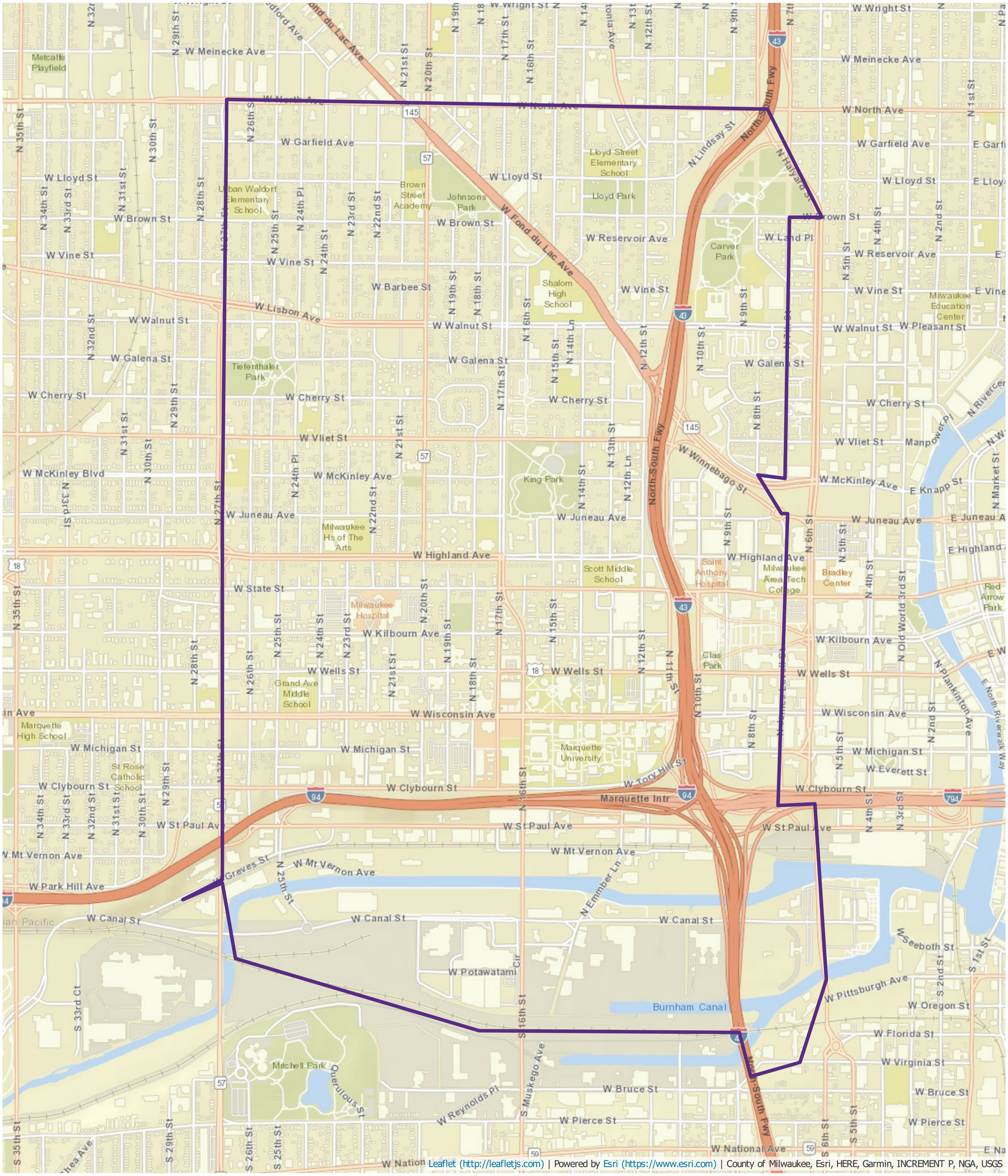
**Total Population:** 26,184 | **Total Households:** 9,030

| | Count | % |
|---|---|---|
| **2018 Est. Employed Civilian Population 16+ by Occupation Classification** | | |
| White Collar | 4,971 | 52.60 |
| Blue Collar | 1,336 | 14.14 |
| Service and Farming | 3,144 | 33.27 |
| **2018 Est. Workers Age 16+ by Travel Time to Work** | | |
| Less than 15 Minutes | 3,978 | 45.12 |
| 15 - 29 Minutes | 2,922 | 33.14 |
| 30 - 44 Minutes | 1,014 | 11.50 |
| 45 - 59 Minutes | 360 | 4.08 |
| 60 or more Minutes | 542 | 6.15 |
| 2018 Est. Avg Travel Time to Work in Minutes | -- | 22.64 |
| **2018 Est. Workers Age 16+ by Transp. to Work** | | |
| 2018 Est. Workers Age 16+ by Transp. to Work | 9,162 | 100.00 |
| Drove Alone | 3,911 | 42.69 |
| Carpooled | 688 | 7.51 |
| Public Transport | 1,351 | 14.75 |
| Walked | 2,549 | 27.82 |
| Bicycle | 129 | 1.41 |
| Other Means | 136 | 1.48 |
| Worked at Home | 398 | 4.34 |
| **2018 Est. Civ. Employed Pop 16+ by Class of Worker** | | |
| 2018 Est. Civ. Employed Pop 16+ by Class of Worker | 9,451 | 100.00 |
| For-Profit Private Workers | 6,770 | 71.63 |
| Non-Profit Private Workers) | 1,497 | 15.84 |
| Local Government Workers | 504 | 5.33 |
| State Government Workers | 252 | 2.67 |
| Federal Government Workers | 161 | 1.70 |
| Self-Employed Workers | 266 | 2.81 |
| Unpaid Family Workers | 1 | 0.01 |
| **2018 Est. Civ. Employed Pop 16+ by Occupation** | | |
| Architecture/Engineering | 148 | 1.57 |
| Arts/Design/Entertainment/Sports/Media | 242 | 2.56 |
| Building/Grounds Cleaning/Maintenance | 373 | 3.95 |
| Business/Financial Operations | 332 | 3.51 |
| Community/Social Services | 206 | 2.18 |
| Computer/Mathematical | 107 | 1.13 |
| Construction/Extraction | 220 | 2.33 |
| Education/Training/Library | 745 | 7.88 |
| Farming/Fishing/Forestry | 22 | 0.23 |
| Food Preparation/Serving Related | 1,177 | 12.45 |
| Healthcare Practitioner/Technician | 257 | 2.72 |
| Healthcare Support | 478 | 5.06 |
| Installation/Maintenance/Repair | 58 | 0.61 |
| Legal | 91 | 0.96 |
| Life/Physical/Social Science | 56 | 0.59 |
| Management | 509 | 5.39 |
| Office/Administrative Support | 1,506 | 15.94 |
| Production | 619 | 6.55 |
| Protective Services | 227 | 2.40 |
| Sales/Related | 772 | 8.17 |
| Personal Care/Service | 867 | 9.17 |
| Transportation/Material Moving | 439 | 4.64 |
| **2018 Est. Pop Age 16+ by Employment Status** | | |
| In Armed Forces | 3 | 0.01 |
| Civilian - Employed | 9,918 | 46.61 |
| Civilian - Unemployed | 1,309 | 6.15 |
| Not in Labor Force | 10,049 | 47.23 |

**Benchmark:** USA

# Pop-Facts Demographics Snapshot | Map

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village **Total Population:** 26,184 | **Total Households:** 9,030




**Benchmark:** USA

# Pop-Facts Household Income | Income by Age of Householder

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village

## 2000 CENSUS AGE/INCOME

| | Age 15-24 HHs | % | Age 25-34 HHs | % | Age 35-44 HHs | % | Age 45-54 HHs | % | Age 55-64 HHs | % | Age 65-74 HHs | % | Age 75-84 HHs | % | Age 85+ HHs | % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2000 Household Totals** | | | | | | | | | | | | | | | | |
| Household Totals | 2,260 | 53.41 | 1,843 | 43.56 | 1,492 | 35.26 | 1,158 | 27.37 | 801 | 18.93 | 703 | 16.61 | 349 | 8.25 | 171 | 4.04 |

| | Age 15-24 HHs | % | Age 25-34 HHs | % | Age 35-44 HHs | % | Age 45-54 HHs | % | Age 55-64 HHs | % | Age 65-74 HHs | % | Age 75-84 HHs | % | Age 85+ HHs | % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2000 Census Income/Age** | | | | | | | | | | | | | | | | |
| Income Less Than $15,000 | 1,387 | 61.37 | 872 | 47.31 | 610 | 40.88 | 526 | 45.42 | 404 | 50.44 | 407 | 57.90 | 201 | 57.59 | 77 | 45.03 |
| Income $15,000 - $24,999 | 448 | 19.82 | 415 | 22.52 | 292 | 19.57 | 168 | 14.51 | 152 | 18.98 | 137 | 19.49 | 65 | 18.63 | 15 | 8.77 |
| Income $25,000 - $34,999 | 221 | 9.78 | 241 | 13.08 | 177 | 11.86 | 152 | 13.13 | 95 | 11.86 | 58 | 8.25 | 37 | 10.60 | 7 | 4.09 |
| Income $35,000 - $49,999 | 117 | 5.18 | 181 | 9.82 | 233 | 15.62 | 156 | 13.47 | 74 | 9.24 | 48 | 6.83 | 15 | 4.30 | 4 | 2.34 |
| Income $50,000 - $74,999 | 51 | 2.26 | 101 | 5.48 | 116 | 7.78 | 82 | 7.08 | 31 | 3.87 | 45 | 6.40 | 28 | 8.02 | 5 | 2.92 |
| Income $75,000 - $99,999 | 7 | 0.31 | 26 | 1.41 | 43 | 2.88 | 41 | 3.54 | 20 | 2.50 | 8 | 1.14 | 0 | 0.00 | 0 | 0.00 |
| Income $100,000 - $124,999 | 6 | 0.27 | 6 | 0.33 | 11 | 0.74 | 15 | 1.29 | 7 | 0.87 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Income $125,000 - $149,999 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 9 | 0.78 | 6 | 0.75 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Income $150,000 - $199,999 | 5 | 0.22 | 0 | 0.00 | 2 | 0.13 | 0 | 0.00 | 12 | 1.50 | 0 | 0.00 | 3 | 0.86 | 1 | 0.58 |
| Income $200,000+ | 18 | 0.80 | 1 | 0.05 | 8 | 0.54 | 9 | 0.78 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Median HH Income | – | 11,626.83 | – | 16,029.95 | – | 19,227.82 | – | 17,619.40 | – | 14,836.19 | – | 12,484.53 | – | 12,539.69 | – | 9,616.53 |

## 2018 ESTIMATE AGE/INCOME

| | Age 15-24 HHs | % | Age 25-34 HHs | % | Age 35-44 HHs | % | Age 45-54 HHs | % | Age 55-64 HHs | % | Age 65-74 HHs | % | Age 75-84 HHs | % | Age 85+ HHs | % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2018 Household Totals** | | | | | | | | | | | | | | | | |
| Household Totals | 2,093 | 23.18 | 2,143 | 23.73 | 1,366 | 15.13 | 1,092 | 12.09 | 1,173 | 12.99 | 753 | 8.34 | 324 | 3.59 | 86 | 0.95 |

| | Age 15-24 HHs | % | Age 25-34 HHs | % | Age 35-44 HHs | % | Age 45-54 HHs | % | Age 55-64 HHs | % | Age 65-74 HHs | % | Age 75-84 HHs | % | Age 85+ HHs | % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2018 Estimate Income/Age** | | | | | | | | | | | | | | | | |
| Income Less Than $15,000 | 1,178 | 56.28 | 740 | 34.53 | 459 | 33.60 | 398 | 36.45 | 549 | 46.80 | 259 | 34.40 | 127 | 39.20 | 38 | 44.19 |
| Income $15,000 - $24,999 | 469 | 22.41 | 311 | 14.51 | 203 | 14.86 | 143 | 13.10 | 182 | 15.52 | 146 | 19.39 | 82 | 25.31 | 20 | 23.26 |
| Income $25,000 - $34,999 | 174 | 8.31 | 383 | 17.87 | 221 | 16.18 | 102 | 9.34 | 108 | 9.21 | 80 | 10.62 | 42 | 12.96 | 8 | 9.30 |
| Income $35,000 - $49,999 | 120 | 5.73 | 395 | 18.43 | 226 | 16.55 | 117 | 10.71 | 102 | 8.70 | 82 | 10.89 | 30 | 9.26 | 9 | 10.46 |
| Income $50,000 - $74,999 | 103 | 4.92 | 188 | 8.77 | 126 | 9.22 | 170 | 15.57 | 117 | 9.97 | 99 | 13.15 | 24 | 7.41 | 4 | 4.65 |
| Income $75,000 - $99,999 | 32 | 1.53 | 57 | 2.66 | 44 | 3.22 | 71 | 6.50 | 49 | 4.18 | 35 | 4.65 | 10 | 3.09 | 2 | 2.33 |
| Income $100,000 - $124,999 | 9 | 0.43 | 18 | 0.84 | 16 | 1.17 | 44 | 4.03 | 31 | 2.64 | 15 | 1.99 | 2 | 0.62 | 2 | 2.33 |
| Income $125,000 - $149,999 | 1 | 0.05 | 15 | 0.70 | 22 | 1.61 | 23 | 2.11 | 17 | 1.45 | 5 | 0.66 | 3 | 0.93 | 2 | 2.33 |
| Income $150,000 - $199,999 | 0 | 0.00 | 21 | 0.98 | 26 | 1.90 | 8 | 0.73 | 6 | 0.51 | 21 | 2.79 | 2 | 0.62 | 0 | 0.00 |
| Income $200,000+ | 7 | 0.33 | 15 | 0.70 | 23 | 1.68 | 16 | 1.47 | 12 | 1.02 | 11 | 1.46 | 2 | 0.62 | 1 | 1.16 |
| Median HH Income | – | 13,009.49 | – | 25,555.24 | – | 25,945.16 | – | 25,422.05 | – | 16,616.10 | – | 22,725.42 | – | 18,990.72 | – | 17,196.35 |

## 2023 PROJECTION AGE/INCOME

| | Age 15-24 HHs | % | Age 25-34 HHs | % | Age 35-44 HHs | % | Age 45-54 HHs | % | Age 55-64 HHs | % | Age 65-74 HHs | % | Age 75-84 HHs | % | Age 85+ HHs | % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2023 Household Totals** | | | | | | | | | | | | | | | | |
| Household Totals | 1,803 | 19.79 | 2,049 | 22.48 | 1,781 | 19.54 | 1,032 | 11.32 | 1,075 | 11.80 | 903 | 9.91 | 382 | 4.19 | 88 | 0.97 |

| | Age 15-24 HHs | % | Age 25-34 HHs | % | Age 35-44 HHs | % | Age 45-54 HHs | % | Age 55-64 HHs | % | Age 65-74 HHs | % | Age 75-84 HHs | % | Age 85+ HHs | % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2023 Projection Income/Age** | | | | | | | | | | | | | | | | |
| Income Less Than $15,000 | 980 | 54.35 | 671 | 32.75 | 585 | 32.85 | 350 | 33.91 | 463 | 43.07 | 300 | 33.22 | 138 | 36.13 | 38 | 43.18 |
| Income $15,000 - $24,999 | 420 | 23.30 | 285 | 13.91 | 248 | 13.93 | 130 | 12.60 | 170 | 15.81 | 182 | 20.16 | 99 | 25.92 | 20 | 22.73 |
| Income $25,000 - $34,999 | 155 | 8.60 | 383 | 18.69 | 296 | 16.62 | 88 | 8.53 | 99 | 9.21 | 90 | 9.97 | 48 | 12.56 | 7 | 7.96 |
| Income $35,000 - $49,999 | 92 | 5.10 | 364 | 17.77 | 273 | 15.33 | 107 | 10.37 | 86 | 8.00 | 91 | 10.08 | 36 | 9.42 | 7 | 7.96 |
| Income $50,000 - $74,999 | 97 | 5.38 | 212 | 10.35 | 181 | 10.16 | 169 | 16.38 | 125 | 11.63 | 133 | 14.73 | 31 | 8.12 | 5 | 5.68 |
| Income $75,000 - $99,999 | 38 | 2.11 | 66 | 3.22 | 68 | 3.82 | 77 | 7.46 | 52 | 4.84 | 41 | 4.54 | 15 | 3.93 | 1 | 1.14 |
| Income $100,000 - $124,999 | 13 | 0.72 | 21 | 1.02 | 21 | 1.18 | 57 | 5.52 | 39 | 3.63 | 20 | 2.21 | 5 | 1.31 | 3 | 3.41 |
| Income $125,000 - $149,999 | 2 | 0.11 | 13 | 0.63 | 29 | 1.63 | 26 | 2.52 | 21 | 1.95 | 6 | 0.66 | 3 | 0.79 | 2 | 2.27 |
| Income $150,000 - $199,999 | 0 | 0.00 | 18 | 0.88 | 39 | 2.19 | 9 | 0.87 | 7 | 0.65 | 23 | 2.55 | 4 | 1.05 | 1 | 1.14 |
| Income $200,000+ | 6 | 0.33 | 16 | 0.78 | 41 | 2.30 | 19 | 1.84 | 13 | 1.21 | 17 | 1.88 | 3 | 0.79 | 4 | 4.54 |
| Median HH Income | – | 13,588.91 | – | 26,859.43 | – | 26,955.95 | – | 28,701.16 | – | 18,746.60 | – | 23,010.73 | – | 20,041.70 | – | 17,629.52 |

**Benchmark:** USA

# Pop-Facts Household Income | Age of Householder by Income

ENVIRONICS ANALYTICS

**Trade Area:** 53205 (Milwaukee, WI) Meadow Village

## 2000 CENSUS INCOME/AGE

| | < $15,000 | | $15,000-$24,999 | | $25,000-$34,999 | | $35,000-$49,999 | | $50,000-$74,999 | | $75,000-$99,999 | | $100,000-$124,999 | | $125,000-$149,999 | | $150,000-$199,999 | | $200,000+ | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % |
| **2000 Household Totals** | | | | | | | | | | | | | | | | | | | | |
| Household Totals | 4,484 | 105.98 | 1,692 | 39.99 | 988 | 23.35 | 828 | 19.57 | 459 | 10.85 | 145 | 3.43 | 45 | 1.06 | 15 | 0.35 | 23 | 0.54 | 36 | 0.85 |

| | < $15,000 | | $15,000-$24,999 | | $25,000-$34,999 | | $35,000-$49,999 | | $50,000-$74,999 | | $75,000-$99,999 | | $100,000-$124,999 | | $125,000-$149,999 | | $150,000-$199,999 | | $200,000+ | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % |
| **2000 Census Age/Income** | | | | | | | | | | | | | | | | | | | | |
| Age 15-24 | 1,387 | 30.93 | 448 | 26.48 | 221 | 22.37 | 117 | 14.13 | 51 | 11.11 | 7 | 4.83 | 6 | 13.33 | 0 | 0.00 | 5 | 21.74 | 18 | 50.00 |
| Age 25-34 | 872 | 19.45 | 415 | 24.53 | 241 | 24.39 | 181 | 21.86 | 101 | 22.00 | 26 | 17.93 | 6 | 13.33 | 0 | 0.00 | 0 | 0.00 | 1 | 2.78 |
| Age 35-44 | 610 | 13.60 | 292 | 17.26 | 177 | 17.91 | 233 | 28.14 | 116 | 25.27 | 43 | 29.66 | 11 | 24.44 | 0 | 0.00 | 2 | 8.70 | 8 | 22.22 |
| Age 45-54 | 526 | 11.73 | 168 | 9.93 | 152 | 15.38 | 156 | 18.84 | 82 | 17.86 | 41 | 28.28 | 15 | 33.33 | 9 | 60.00 | 0 | 0.00 | 9 | 25.00 |
| Age 55-64 | 404 | 9.01 | 152 | 8.98 | 95 | 9.62 | 74 | 8.94 | 31 | 6.75 | 20 | 13.79 | 7 | 15.56 | 6 | 40.00 | 12 | 52.17 | 0 | 0.00 |
| Age 65-74 | 407 | 9.08 | 137 | 8.10 | 58 | 5.87 | 48 | 5.80 | 45 | 9.80 | 8 | 5.52 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 |
| Age 75-84 | 201 | 4.48 | 65 | 3.84 | 37 | 3.75 | 15 | 1.81 | 28 | 6.10 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 3 | 13.04 | 0 | 0.00 |
| Age 85+ | 77 | 1.72 | 15 | 0.89 | 7 | 0.71 | 4 | 0.48 | 5 | 1.09 | 0 | 0.00 | 0 | 0.00 | 0 | 0.00 | 1 | 4.35 | 0 | 0.00 |

## 2018 ESTIMATE AGE/INCOME

| | < $15,000 | | $15,000-$24,999 | | $25,000-$34,999 | | $35,000-$49,999 | | $50,000-$74,999 | | $75,000-$99,999 | | $100,000-$124,999 | | $125,000-$149,999 | | $150,000-$199,999 | | $200,000+ | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % |
| **2018 Household Totals** | | | | | | | | | | | | | | | | | | | | |
| Household Totals | 3,748 | 41.51 | 1,556 | 17.23 | 1,118 | 12.38 | 1,081 | 11.97 | 831 | 9.20 | 300 | 3.32 | 137 | 1.52 | 88 | 0.97 | 84 | 0.93 | 87 | 0.96 |

| | < $15,000 | | $15,000-$24,999 | | $25,000-$34,999 | | $35,000-$49,999 | | $50,000-$74,999 | | $75,000-$99,999 | | $100,000-$124,999 | | $125,000-$149,999 | | $150,000-$199,999 | | $200,000+ | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % |
| **2018 Estimate Age/Income** | | | | | | | | | | | | | | | | | | | | |
| Age 15-24 | 1,178 | 31.43 | 469 | 30.14 | 174 | 15.56 | 120 | 11.10 | 103 | 12.39 | 32 | 10.67 | 9 | 6.57 | 1 | 1.14 | 0 | 0.00 | 7 | 8.05 |
| Age 25-34 | 740 | 19.74 | 311 | 19.99 | 383 | 34.26 | 395 | 36.54 | 188 | 22.62 | 57 | 19.00 | 18 | 13.14 | 15 | 17.05 | 21 | 25.00 | 15 | 17.24 |
| Age 35-44 | 459 | 12.25 | 203 | 13.05 | 221 | 19.77 | 226 | 20.91 | 126 | 15.16 | 44 | 14.67 | 16 | 11.68 | 22 | 25.00 | 26 | 30.95 | 23 | 26.44 |
| Age 45-54 | 398 | 10.62 | 143 | 9.19 | 102 | 9.12 | 117 | 10.82 | 170 | 20.46 | 71 | 23.67 | 44 | 32.12 | 23 | 26.14 | 8 | 9.52 | 16 | 18.39 |
| Age 55-64 | 549 | 14.65 | 182 | 11.70 | 108 | 9.66 | 102 | 9.44 | 117 | 14.08 | 49 | 16.33 | 31 | 22.63 | 17 | 19.32 | 6 | 7.14 | 12 | 13.79 |
| Age 65-74 | 259 | 6.91 | 146 | 9.38 | 80 | 7.16 | 82 | 7.59 | 99 | 11.91 | 35 | 11.67 | 15 | 10.95 | 5 | 5.68 | 21 | 25.00 | 11 | 12.64 |
| Age 75-84 | 127 | 3.39 | 82 | 5.27 | 42 | 3.76 | 30 | 2.77 | 24 | 2.89 | 10 | 3.33 | 2 | 1.46 | 3 | 3.41 | 2 | 2.38 | 2 | 2.30 |
| Age 85+ | 38 | 1.01 | 20 | 1.28 | 8 | 0.72 | 9 | 0.83 | 4 | 0.48 | 2 | 0.67 | 2 | 1.46 | 2 | 2.27 | 0 | 0.00 | 1 | 1.15 |

## 2023 PROJECTION AGE/INCOME

| | < $15,000 | | $15,000-$24,999 | | $25,000-$34,999 | | $35,000-$49,999 | | $50,000-$74,999 | | $75,000-$99,999 | | $100,000-$124,999 | | $125,000-$149,999 | | $150,000-$199,999 | | $200,000+ | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % |
| **2023 Household Totals** | | | | | | | | | | | | | | | | | | | | |
| Household Totals | 3,525 | 38.68 | 1,554 | 17.05 | 1,166 | 12.79 | 1,056 | 11.59 | 953 | 10.46 | 358 | 3.93 | 179 | 1.96 | 102 | 1.12 | 101 | 1.11 | 119 | 1.31 |

| | < $15,000 | | $15,000-$24,999 | | $25,000-$34,999 | | $35,000-$49,999 | | $50,000-$74,999 | | $75,000-$99,999 | | $100,000-$124,999 | | $125,000-$149,999 | | $150,000-$199,999 | | $200,000+ | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % | HHs | % |
| **2023 Projection Age/Income** | | | | | | | | | | | | | | | | | | | | |
| Age 15-24 | 980 | 27.80 | 420 | 27.03 | 155 | 13.29 | 92 | 8.71 | 97 | 10.18 | 38 | 10.62 | 13 | 7.26 | 2 | 1.96 | 0 | 0.00 | 6 | 5.04 |
| Age 25-34 | 671 | 19.04 | 285 | 18.34 | 383 | 32.85 | 364 | 34.47 | 212 | 22.25 | 66 | 18.44 | 21 | 11.73 | 13 | 12.74 | 18 | 17.82 | 16 | 13.45 |
| Age 35-44 | 585 | 16.60 | 248 | 15.96 | 296 | 25.39 | 273 | 25.85 | 181 | 18.99 | 68 | 18.99 | 21 | 11.73 | 29 | 28.43 | 39 | 38.61 | 41 | 34.45 |
| Age 45-54 | 350 | 9.93 | 130 | 8.37 | 88 | 7.55 | 107 | 10.13 | 169 | 17.73 | 77 | 21.51 | 57 | 31.84 | 26 | 25.49 | 9 | 8.91 | 19 | 15.97 |
| Age 55-64 | 463 | 13.13 | 170 | 10.94 | 99 | 8.49 | 86 | 8.14 | 125 | 13.12 | 52 | 14.53 | 39 | 21.79 | 21 | 20.59 | 7 | 6.93 | 13 | 10.92 |
| Age 65-74 | 300 | 8.51 | 182 | 11.71 | 90 | 7.72 | 91 | 8.62 | 133 | 13.96 | 41 | 11.45 | 20 | 11.17 | 6 | 5.88 | 23 | 22.77 | 17 | 14.29 |
| Age 75-84 | 138 | 3.92 | 99 | 6.37 | 48 | 4.12 | 36 | 3.41 | 31 | 3.25 | 15 | 4.19 | 5 | 2.79 | 3 | 2.94 | 4 | 3.96 | 3 | 2.52 |
| Age 85+ | 38 | 1.08 | 20 | 1.29 | 7 | 0.60 | 7 | 0.66 | 5 | 0.53 | 1 | 0.28 | 3 | 1.68 | 2 | 1.96 | 1 | 0.99 | 4 | 3.36 |

# Effective Buying Income | 2018

**Trade Area**: 53205 (Milwaukee, WI) Meadow Village

| | Total | % |
|---|---|---|
| **2018 Demographic Totals** | | |
| Population | 26,184 | 100.00 |
| Households | 9,030 | 100.00 |
| Families | 3,445 | 100.00 |
| Group Quarters Population | 5,994 | 22.89 |
| Housing Units | 10,423 | 100.00 |
| **2018 Average Household Size** | | |
| Average Household Size | -- | 2.23 |
| **2018 Median Age** | | |
| Median Age | -- | 24.14 |
| **2018 Median Household Income** | | |
| Median Household Income | -- | 19,455.84 |
| **2018 Median All Owner-Occupied Housing Value** | | |
| Median All Owner-Occupied Housing Value | -- | 85,379.59 |
| **2018 Est. Households by Effective Buying Income** | | |
| CY HHs, EBI < $15,000 | 4,028 | 44.61 |
| CY HHs, EBI $15,000 - $24,999 | 1,656 | 18.34 |
| CY HHs, EBI $25,000 - $34,999 | 1,192 | 13.20 |
| CY HHs, EBI $35,000 - $49,999 | 1,091 | 12.08 |
| CY HHs, EBI $50,000 - $74,999 | 655 | 7.25 |
| CY HHs, EBI $75,000 - $99,999 | 214 | 2.37 |
| CY HHs, EBI $100,000 - $124,999 | 73 | 0.81 |
| CY HHs, EBI $125,000 - $149,999 | 44 | 0.49 |
| CY HHs, EBI $150,000 - $199,999 | 31 | 0.34 |
| CY HHs, EBI $200,000 - $249,999 | 13 | 0.14 |
| CY HHs, EBI $250,000 - $499,999 | 25 | 0.28 |
| CY HHs, EBI $500,000+ | 8 | 0.09 |
| **2018 Effective Buying Income** | | |
| Average Effective Buying Income | -- | 26,180.52 |
| Median Effective Buying Income | -- | 17,548.47 |
| Aggregate Effective Buying Income | 236,409,500 | 26,180.45 |

**Benchmark**: USA

# Effective Buying Income | 2023

**Trade Area**: 53205 (Milwaukee, WI) Meadow Village

| | Total | % |
|---|---|---|
| **2023 Demographic Totals** | | |
| Population | 26,178 | 100.00 |
| Households | 9,113 | 100.00 |
| Families | 3,472 | 100.00 |
| Group Quarters Population | 5,801 | 22.16 |
| Housing Units | 10,539 | 100.00 |
| **2023 Average Household Size** | | |
| Average Household Size | -- | 2.23 |
| **2023 Median Age** | | |
| Median Age | -- | 24.86 |
| **2023 Median Household Income** | | |
| Median Household Income | -- | 21,278.74 |
| **2023 Median All Owner-Occupied Housing Value** | | |
| Median All Owner-Occupied Housing Value | -- | 89,034.82 |
| **2023 Proj. Households by Effective Buying Income** | | |
| FY HHs, EBI < $15,000 | 3,816 | 41.87 |
| FY HHs, EBI $15,000 - $24,999 | 1,649 | 18.09 |
| FY HHs, EBI $25,000 - $34,999 | 1,242 | 13.63 |
| FY HHs, EBI $35,000 - $49,999 | 1,145 | 12.56 |
| FY HHs, EBI $50,000 - $74,999 | 737 | 8.09 |
| FY HHs, EBI $75,000 - $99,999 | 274 | 3.01 |
| FY HHs, EBI $100,000 - $124,999 | 88 | 0.97 |
| FY HHs, EBI $125,000 - $149,999 | 56 | 0.61 |
| FY HHs, EBI $150,000 - $199,999 | 43 | 0.47 |
| FY HHs, EBI $200,000 - $249,999 | 17 | 0.19 |
| FY HHs, EBI $250,000 - $499,999 | 33 | 0.36 |
| FY HHs, EBI $500,000+ | 13 | 0.14 |
| **2023 Effective Buying Income** | | |
| Median Effective Buying Income | -- | 19,071.74 |
| Average Effective Buying Income | -- | 28,665.61 |
| Aggregate Effective Buying Income | 261,231,000 | 28,665.75 |

**Benchmark:** USA

# Report Details

**Name:** Executive Dashboard
**Date / Time:** 12/5/2018 9:48:14 AM
**DataVintage:** 2018

**Trade Area**

| Name | Level | Geographies |
|---|---|---|
| 53205 (Milwaukee, WI) Meadow Village | ZIP Code | 53205 (Milwaukee, WI); 53233 (Milwaukee, WI) |

**Benchmark:**

| Name | Level | Geographies |
|---|---|---|
| USA | Entire US | United States |

**DataSource:**

| Name | Copyright |
|---|---|
| Pop-Facts Premier - 2000 US Census | Claritas: Claritas - Pop-Facts Premier 2018 |
| Pop-Facts Premier - 2010 US Census | Claritas: Claritas - Pop-Facts Premier 2018 |
| Pop-Facts Premier - 2018 - Current Year Estimate | Claritas: Claritas - Pop-Facts Premier 2018 |
| Pop-Facts Premier - 2023 - Five Year Projection | Claritas: Claritas - Pop-Facts Premier 2018 |
| SPOTLIGHT Pop-Facts Premier - 2018 - Current Year Estimate | Claritas: Claritas |
| SPOTLIGHT Pop-Facts Premier - 2000 US Census | Claritas: Claritas |
| SPOTLIGHT Pop-Facts Premier - 2023 - Five Year Projection | Claritas: Claritas |

ribbon demographics

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HISTA 2.2 Summary Data **Market Area** nielsen

 Nielsen Claritas

**Renter Households**

Age 15 to 54 Years

*Year 2014 Estimates*

| | 1-Person Household | 2-Person Household | 3-Person Household | 4-Person Household | 5+-Person Household | Total |
|---|---|---|---|---|---|---|
| $0-10,000 | 1,339 | 604 | 260 | 119 | 141 | **2,463** |
| $10,000-20,000 | 715 | 319 | 252 | 97 | 117 | **1,500** |
| $20,000-30,000 | 281 | 218 | 235 | 140 | 134 | **1,008** |
| $30,000-40,000 | 155 | 95 | 83 | 86 | 89 | **508** |
| $40,000-50,000 | 116 | 79 | 69 | 51 | 36 | **351** |
| $50,000-60,000 | 36 | 43 | 27 | 6 | 15 | **127** |
| $60,000-75,000 | 14 | 45 | 4 | 2 | 3 | **68** |
| $75,000-100,000 | 12 | 53 | 17 | 5 | 9 | **96** |
| $100,000-125,000 | 7 | 21 | 3 | 1 | 3 | **35** |
| $125,000-150,000 | 2 | 0 | 3 | 1 | 0 | **6** |
| $150,000-200,000 | 3 | 3 | 5 | 6 | 2 | **19** |
| $200,000+ | 0 | 4 | 0 | 2 | 0 | **6** |
| **Total** | **2,680** | **1,484** | **958** | **516** | **549** | **6,187** |

**Renter Households**

Aged 55+ Years

*Year 2014 Estimates*

| | 1-Person Household | 2-Person Household | 3-Person Household | 4-Person Household | 5+-Person Household | Total |
|---|---|---|---|---|---|---|
| $0-10,000 | 519 | 71 | 16 | 12 | 12 | **630** |
| $10,000-20,000 | 326 | 88 | 31 | 3 | 12 | **460** |
| $20,000-30,000 | 190 | 48 | 14 | 9 | 18 | **279** |
| $30,000-40,000 | 52 | 15 | 6 | 2 | 8 | **83** |
| $40,000-50,000 | 29 | 15 | 8 | 2 | 6 | **60** |
| $50,000-60,000 | 26 | 7 | 4 | 1 | 3 | **41** |
| $60,000-75,000 | 7 | 7 | 2 | 1 | 4 | **21** |
| $75,000-100,000 | 10 | 4 | 4 | 2 | 3 | **23** |
| $100,000-125,000 | 5 | 2 | 0 | 0 | 1 | **8** |
| $125,000-150,000 | 2 | 2 | 0 | 0 | 0 | **4** |
| $150,000-200,000 | 2 | 1 | 3 | 2 | 0 | **8** |
| $200,000+ | 0 | 2 | 0 | 1 | 1 | **4** |
| **Total** | **1,168** | **262** | **88** | **35** | **68** | **1,621** |

**Renter Households**

Aged 62+ Years

*Year 2014 Estimates*

| | 1-Person Household | 2-Person Household | 3-Person Household | 4-Person Household | 5+-Person Household | Total |
|---|---|---|---|---|---|---|
| $0-10,000 | 304 | 21 | 6 | 8 | 9 | **348** |
| $10,000-20,000 | 224 | 46 | 16 | 2 | 8 | **296** |
| $20,000-30,000 | 127 | 24 | 7 | 6 | 8 | **172** |
| $30,000-40,000 | 29 | 9 | 4 | 2 | 4 | **48** |
| $40,000-50,000 | 20 | 7 | 2 | 1 | 5 | **35** |
| $50,000-60,000 | 7 | 1 | 2 | 1 | 2 | **13** |
| $60,000-75,000 | 5 | 5 | 2 | 0 | 3 | **15** |
| $75,000-100,000 | 6 | 2 | 2 | 2 | 3 | **15** |
| $100,000-125,000 | 5 | 1 | 0 | 0 | 0 | **6** |
| $125,000-150,000 | 0 | 1 | 0 | 0 | 0 | **1** |
| $150,000-200,000 | 1 | 0 | 1 | 2 | 0 | **4** |
| $200,000+ | 0 | 2 | 0 | 0 | 1 | **3** |
| **Total** | **728** | **119** | **42** | **24** | **43** | **956** |

**Renter Households**

All Age Groups

*Year 2014 Estimates*

| | 1-Person Household | 2-Person Household | 3-Person Household | 4-Person Household | 5+-Person Household | Total |
|---|---|---|---|---|---|---|
| $0-10,000 | 1,858 | 675 | 276 | 131 | 153 | **3,093** |
| $10,000-20,000 | 1,041 | 407 | 283 | 100 | 129 | **1,960** |
| $20,000-30,000 | 471 | 266 | 249 | 149 | 152 | **1,287** |
| $30,000-40,000 | 207 | 110 | 89 | 88 | 97 | **591** |
| $40,000-50,000 | 145 | 94 | 77 | 53 | 42 | **411** |
| $50,000-60,000 | 62 | 50 | 31 | 7 | 18 | **168** |
| $60,000-75,000 | 21 | 52 | 6 | 3 | 7 | **89** |
| $75,000-100,000 | 22 | 57 | 21 | 7 | 12 | **119** |
| $100,000-125,000 | 12 | 23 | 3 | 1 | 4 | **43** |
| $125,000-150,000 | 4 | 2 | 3 | 1 | 0 | **10** |
| $150,000-200,000 | 5 | 4 | 8 | 8 | 2 | **27** |
| $200,000+ | 0 | 6 | 0 | 3 | 1 | **10** |
| **Total** | **3,848** | **1,746** | **1,046** | **551** | **617** | **7,808** |

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# HISTA 2.2 Summary Data

**Market Area**

nielsen



Nielsen Claritas

## Owner Households

Age 15 to 54 Years

*Year 2014 Estimates*

| | 1-Person Household | 2-Person Household | 3-Person Household | 4-Person Household | 5+-Person Household | Total |
|---|---|---|---|---|---|---|
| $0-10,000 | 10 | 5 | 10 | 3 | 5 | **33** |
| $10,000-20,000 | 9 | 22 | 12 | 14 | 22 | **79** |
| $20,000-30,000 | 8 | 5 | 26 | 32 | 38 | **109** |
| $30,000-40,000 | 7 | 6 | 18 | 15 | 23 | **69** |
| $40,000-50,000 | 14 | 6 | 27 | 39 | 27 | **113** |
| $50,000-60,000 | 3 | 9 | 19 | 29 | 19 | **79** |
| $60,000-75,000 | 17 | 2 | 6 | 9 | 8 | **42** |
| $75,000-100,000 | 3 | 11 | 25 | 28 | 22 | **89** |
| $100,000-125,000 | 4 | 15 | 13 | 12 | 9 | **53** |
| $125,000-150,000 | 3 | 2 | 4 | 6 | 1 | **16** |
| $150,000-200,000 | 3 | 2 | 4 | 1 | 1 | **11** |
| $200,000+ | 0 | 4 | 0 | 0 | 1 | **5** |
| **Total** | **81** | **89** | **164** | **188** | **176** | **698** |

## Owner Households

Aged 55+ Years

*Year 2014 Estimates*

| | 1-Person Household | 2-Person Household | 3-Person Household | 4-Person Household | 5+-Person Household | Total |
|---|---|---|---|---|---|---|
| $0-10,000 | 35 | 28 | 17 | 15 | 5 | **100** |
| $10,000-20,000 | 49 | 32 | 10 | 9 | 5 | **105** |
| $20,000-30,000 | 45 | 57 | 12 | 6 | 4 | **124** |
| $30,000-40,000 | 27 | 22 | 6 | 6 | 2 | **63** |
| $40,000-50,000 | 15 | 41 | 8 | 5 | 1 | **70** |
| $50,000-60,000 | 2 | 22 | 2 | 7 | 0 | **33** |
| $60,000-75,000 | 11 | 17 | 14 | 3 | 1 | **46** |
| $75,000-100,000 | 1 | 14 | 13 | 4 | 1 | **33** |
| $100,000-125,000 | 3 | 13 | 3 | 1 | 0 | **20** |
| $125,000-150,000 | 1 | 2 | 1 | 1 | 1 | **6** |
| $150,000-200,000 | 0 | 1 | 1 | 0 | 0 | **2** |
| $200,000+ | 0 | 3 | 0 | 0 | 1 | **4** |
| **Total** | **189** | **252** | **87** | **57** | **21** | **606** |

## Owner Households

Aged 62+ Years

*Year 2014 Estimates*

| | 1-Person Household | 2-Person Household | 3-Person Household | 4-Person Household | 5+-Person Household | Total |
|---|---|---|---|---|---|---|
| $0-10,000 | 22 | 15 | 9 | 12 | 4 | **62** |
| $10,000-20,000 | 44 | 23 | 9 | 9 | 5 | **90** |
| $20,000-30,000 | 34 | 45 | 11 | 5 | 4 | **99** |
| $30,000-40,000 | 20 | 15 | 4 | 6 | 1 | **46** |
| $40,000-50,000 | 11 | 31 | 6 | 4 | 0 | **52** |
| $50,000-60,000 | 1 | 10 | 2 | 4 | 0 | **17** |
| $60,000-75,000 | 9 | 14 | 12 | 3 | 0 | **38** |
| $75,000-100,000 | 1 | 8 | 3 | 3 | 1 | **16** |
| $100,000-125,000 | 3 | 6 | 3 | 0 | 0 | **12** |
| $125,000-150,000 | 0 | 2 | 0 | 0 | 0 | **2** |
| $150,000-200,000 | 0 | 1 | 0 | 0 | 0 | **1** |
| $200,000+ | 0 | 1 | 0 | 0 | 1 | **2** |
| **Total** | **145** | **171** | **59** | **46** | **16** | **437** |

## Owner Households

All Age Groups

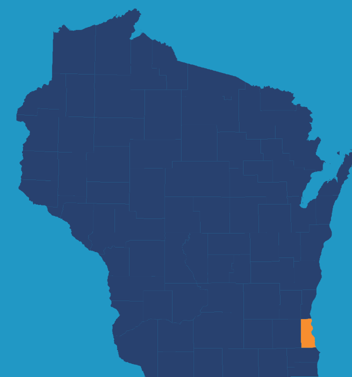
*Year 2014 Estimates*

| | 1-Person Household | 2-Person Household | 3-Person Household | 4-Person Household | 5+-Person Household | Total |
|---|---|---|---|---|---|---|
| $0-10,000 | 45 | 33 | 27 | 18 | 10 | **133** |
| $10,000-20,000 | 58 | 54 | 22 | 23 | 27 | **184** |
| $20,000-30,000 | 53 | 62 | 38 | 38 | 42 | **233** |
| $30,000-40,000 | 34 | 28 | 24 | 21 | 25 | **132** |
| $40,000-50,000 | 29 | 47 | 35 | 44 | 28 | **183** |
| $50,000-60,000 | 5 | 31 | 21 | 36 | 19 | **112** |
| $60,000-75,000 | 28 | 19 | 20 | 12 | 9 | **88** |
| $75,000-100,000 | 4 | 25 | 38 | 32 | 23 | **122** |
| $100,000-125,000 | 7 | 28 | 16 | 13 | 9 | **73** |
| $125,000-150,000 | 4 | 4 | 5 | 7 | 2 | **22** |
| $150,000-200,000 | 3 | 3 | 5 | 1 | 1 | **13** |
| $200,000+ | 0 | 7 | 0 | 0 | 2 | **9** |
| **Total** | **270** | **341** | **251** | **245** | **197** | **1,304** |

# APPENDIX 5

# 2017 ECONOMIC AND WORKFORCE PROFILE

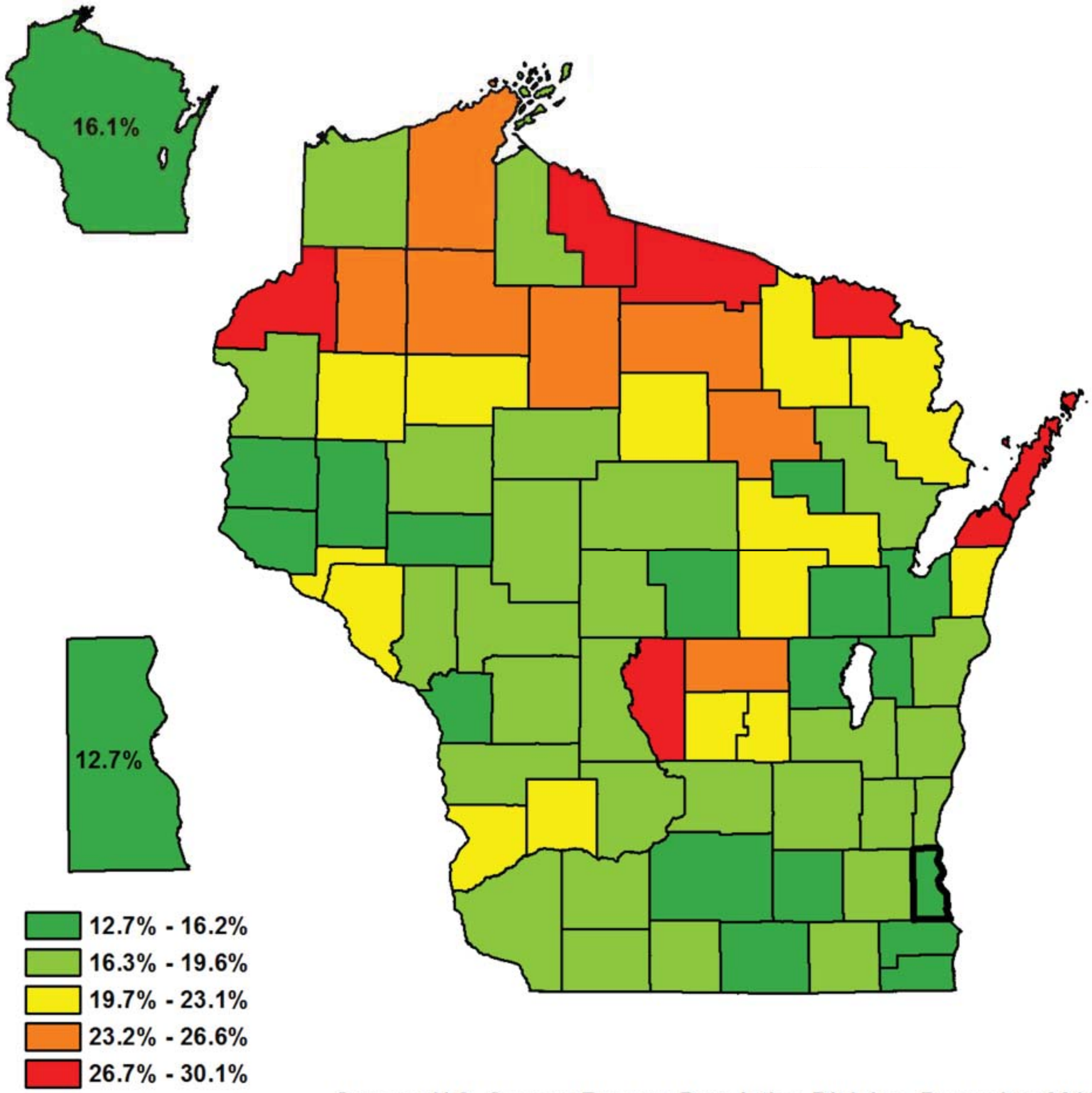
## *Milwaukee County*



STATE OF WISCONSIN DWD
Department of Workforce Development

DETI-17957-MIL-P (R. 3/2018)

# Percentage of Total Population, Ages 65 and Older




Source: U.S. Census Bureau, Population Division, December 2016

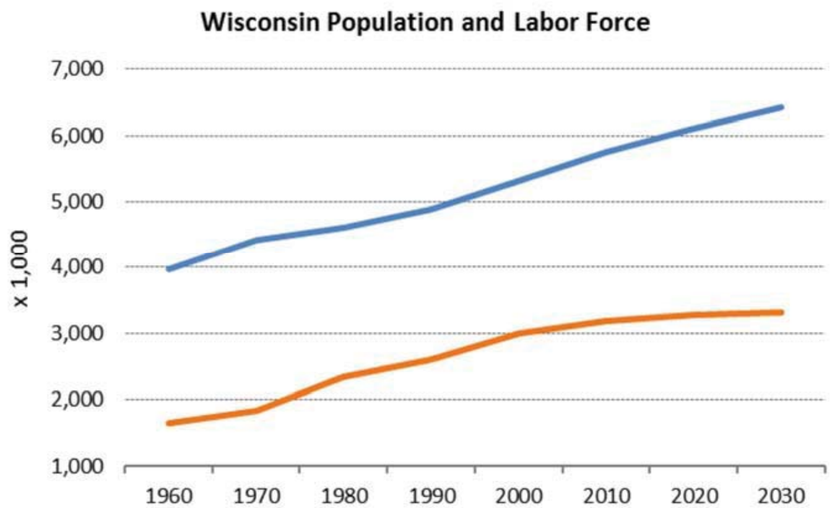
STATE OF WISCONSIN DWD
Department of Workforce Development

Wisconsin now has more people employed and more private sector jobs than at any time in its history. As of this writing, the state added 56,100 jobs during 2016 and 2017 . Employment increased in almost all industry sectors, with prominent gains in construction, manufacturing, and healthcare.

Wisconsin's unemployment rate is near lows not seen in a generation, decreasing from 4.3 percent in January 2016 to 3.2 percent in December 2017, on a seasonally adjusted basis.

Wisconsin faces a worker quantity challenge. The number of retiring Baby Boomers nearly match the influx of new workers, resulting in a slow growing workforce and placing constraints on the ability by employers across all industries to hire talent. Many businesses report that the lack of available workers has hindered expansion and, in some cases, even curtailed their ability to meet current product orders.

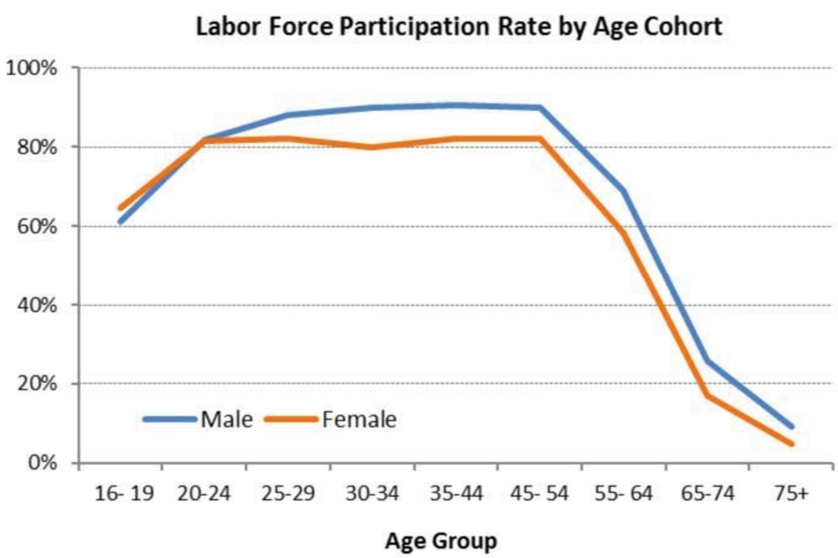
The blue-line, orange-line graph to the right illustrates the situation in Wisconsin and other upper-Midwest states. While Wisconsin's population will continue to grow over the next twenty years, the workforce faces serious constraints.




Source: Local Area Unemployment Statistics, Bureau of Labor Statistics

The labor force participation rate (LFPR), defined as the labor force (sum of employed and unemployed) divided by the total population ages 16 and older, measures the population's engagement in the workforce and serves as an indicator in determining how Wisconsin's workforce will be constrained.

The overall LFPR peaked in the late 1990s and has been trending lower ever since. The LFPR of peaks across the 30-55 age cohort at over ninety percent and decreases rapidly into the single digits by age seventy. Baby Boomers have and continue to exit with respect to their LFPR. The mass of Baby Boomers has moved into the work lifecycle stage of declining LFPRs, with the tail end of the cohort turning 55 in 2019.




Source: Bureau of Labor Statistics

A recent development is the change in the labor force participation rate trend. The LFPR of older workers (those aged 55 years and older) has turned upwards, resulting in flattening of the overall LFPR. More boomers are staying in the workforce longer, which may portend higher workforce growth over the coming years. Due to the size of the Baby Boomer cohort and the sensitivity of the LFPR to workforce growth rates, a relatively small change in the LFPR of older workers would significantly boost the number in the workforce.

STATE OF WISCONSIN DWD
Department of Workforce Development

## Population and Demographics

**Milwaukee County's 10 Most Populous Municipalities**

| | April 2010 Census | January 2016 Estimate | Numeric Change | Proportional Change |
|---|---|---|---|---|
| **United States** | 308,400,408 | 323,127,513 | 14,727,105 | 4.8% |
| **Wisconsin** | 5,686,986 | 5,775,120 | 88,134 | 1.5% |
| **Milwaukee County** | 947,735 | 948,930 | 1,195 | 0.1% |
| Milwaukee, City * | 594,833 | 594,667 | -166 | 0.0% |
| WesAllis, City | 60,411 | 60,164 | -247 | -0.4% |
| Wauwatosa, City | 46,396 | 47,160 | 764 | 1.6% |
| Greenfield, City | 36,720 | 36,404 | -316 | -0.9% |
| Franklin, City | 35,451 | 35,741 | 290 | 0.8% |
| Oak Creek, City | 34,451 | 35,206 | 755 | 2.2% |
| South Milwaukee, City | 21,156 | 21,073 | -83 | -0.4% |
| Cudahy, City | 18,267 | 18,192 | -75 | -0.4% |
| Whitefish Bay, Village | 14,110 | 14,216 | 106 | 0.8% |
| Greendale, Village | 14,046 | 14,123 | 77 | 0.5% |

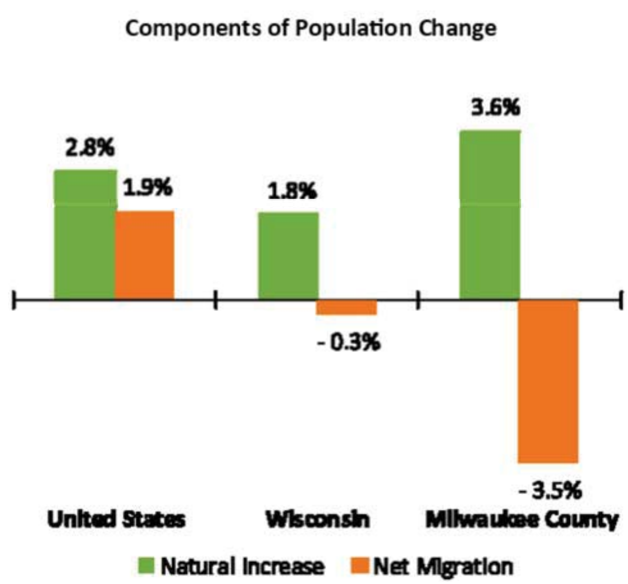
*Milwaukee County portion only.

Source: Demographic Services Center, Wisconsin Department of Administration

The chart above lists Milwaukee County's ten largest municipalities and compares population growth since the 2010 Census at the municipal, county, state, and national level. Population growth in Wisconsin and Milwaukee County was sluggish as compared to the United States. County growth of 1,195 residents, or 0.1 percent, was not evenly distributed among municipalities. The Cities of Wauwatosa, Oak Creek, and Franklin gained the most residents while the Cities of Greenfield and West Allis lost the most. The City of Milwaukee's decrease of 166 residents represents an exceedingly small proportional loss of less than 0.1 percent due to the city's large size.

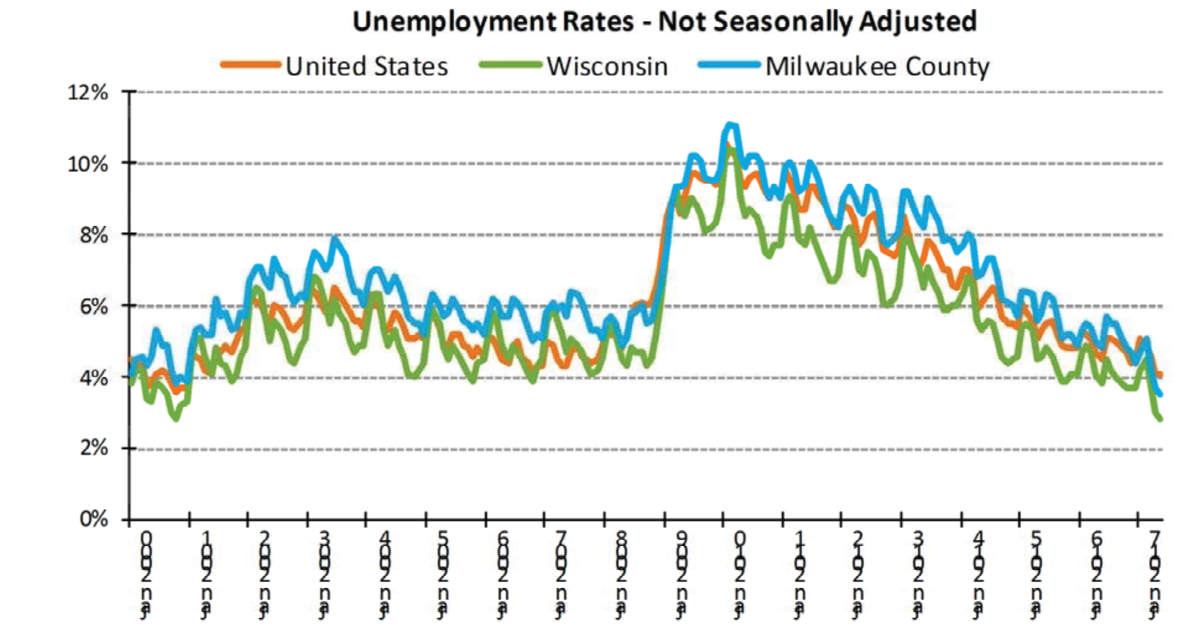
The graph to the right displays the components of population growth in Milwaukee County, the state, and the nation. The components include migration, which is movement of residents into and out of the area, and natural increases and decreases resulting from births and deaths. Natural increases in population are closely correlated with age demographics. Strong natural increases generally occur in younger populations, which have higher fertility and birth rates and lower death rates. At 34.2 years, the median age of Milwaukee County residents was substantially younger than the state median age of 39.0 and the county's natural rate of increase was double the state's rate.

Both Wisconsin and Milwaukee County lost population to out-migration, though the county's rate of loss was much larger than the state's. A strong natu-




Source: Demographic Services Center, Wisconsin Department of Administration

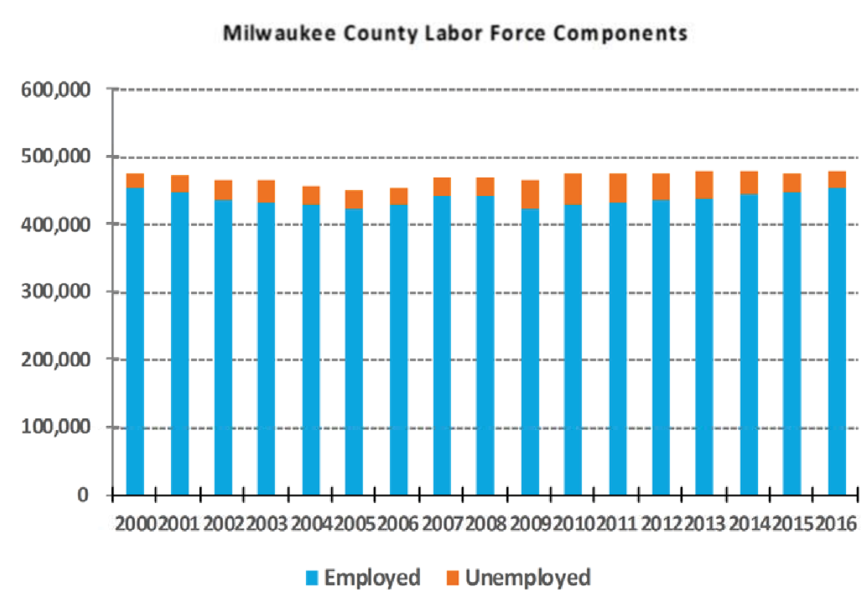
## Labor Force Dynamics




Source: Local Area Unemployment Statistics, Bureau of Labor Statistics

ral increase in Milwaukee County during the period made up for population lost through out-migration.

The graph above tracks the monthly unemployment rate in Milwaukee County since 2000 and compares it to state and national rates during the same time. Since this unemployment data has not been seasonally adjusted, or smoothed, the graph also shows seasonal employment variations within each year. The seasonality of the county's labor market is moderate and typical, with normal peaks of unemployment early in the year and again in summer as students enter the job market in search of work, and normal troughs late in the year. After peaking in early 2010, rates fell steadily as the economy recovered from the Great Recession. Milwaukee County's average annual unemployment rate in 2015 was 5.1%, higher than the national rate of 4.9% and the state rate of 4.1%.



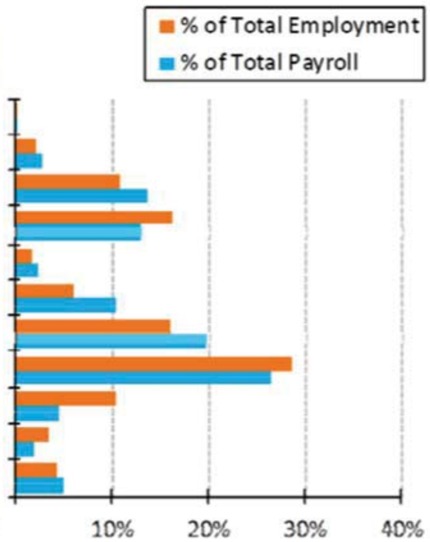

Source: Local Area Unemployment Statistics, Bureau of Labor Statistics

The unemployment rate represents the portion of an area's labor force that is unemployed within the last 30 days. The chart to the left displays those components

## Industry Employment and Wages

### 2016 Employment and Wage Distribution by Industry in Milwaukee County

| | Employment: Annual Average | Employment: 1-year change | Total Payroll |
|---|---|---|---|
| Natural Resources | 87 | -5 | $ 3,571,135 |
| Construction | 10,785 | 321 | $ 702,378,655 |
| Manufacturing | 52,153 | -251 | $ 3,434,578,000 |
| Trade, Transportation, Utilities | 78,938 | -296 | $ 3,232,986,069 |
| Information | 8,639 | -274 | $ 594,922,148 |
| Financial Activities | 29,626 | -1,104 | $ 2,574,528,276 |
| Professional & Business Services | 78,238 | 422 | $ 4,947,509,035 |
| Education & Health | 138,894 | 2,964 | $ 6,582,173,501 |
| Leisure & Hospitality | 50,191 | 958 | $ 1,128,087,060 |
| Other services | 16,343 | -372 | $ 460,904,391 |
| Public Administration | 20,611 | 521 | $ 1,239,278,882 |
| Not assigned | 0 | -4 | $ 0 |
| All industries | 484,505 | 2,879 | $24,900,917,152 |




Source: WI DWD, Labor Market Information, QCEW, June 2017

as annual averages and tracks labor force growth over time. Between 2000 and 2016, Milwaukee County's labor force grew by 4,191 labor force participants or 0.9 percent, much lower than the state average labor force growth rate of 4.9 percent during the same period.

The employment and wage distribution graph above displays the economic impact of the various industry sectors in Milwaukee County from both an employment and payroll perspective. The county's job base grew by 2,879 jobs or 0.6 percent during 2016, half the average statewide job growth of 1.2 percent during the same period. Milwaukee's largest sector, Education and Health Services, added the most jobs in 2016. Employment growth was concentrated in the Health Care subsector, which grew by 2,681 jobs, rather than Education Services, which grew by only 283 jobs.

**2016 Average Annual Wage by Industry**

| | Wisconsin Average Annual Wage | Milwaukee County Average Annual Wage | Percent of Wisconsin | 1-year % change |
|---|---|---|---|---|
| All industries | $ 46,031 | $ 51,395 | 111.7% | 1.3% |
| Natural Resources | $ 36,560 | $ 41,048 | 112.3% | -3.4% |
| Construction | $ 58,668 | $ 65,126 | 111.0% | 3.2% |
| Manufacturing | $ 55,328 | $ 65,856 | 119.0% | -1.3% |
| Trade, Transportation & Utilities | $ 38,893 | $ 40,956 | 105.3% | -2.2% |
| Information | $ 67,842 | $ 68,865 | 101.5% | 3.7% |
| Financial Activities | $ 66,967 | $ 86,901 | 129.8% | 4.7% |
| Professional & Business Services | $ 57,134 | $ 63,237 | 110.7% | 4.4% |
| Education & Health | $ 46,790 | $ 47,390 | 101.3% | 0.6% |
| Leisure & Hospitality | $ 17,018 | $ 22,476 | 132.1% | 1.4% |
| Other Services | $ 28,157 | $ 28,202 | 100.2% | 3.4% |
| Public Administration | $ 45,690 | $ 60,127 | 131.6% | 4.5% |

Source: WI DWD, Labor Market Information, QCEW, June 2017

The table to the left shows the annual average wage by industry in Milwaukee County, compares those wages to the statewide average, and displays the county's one-year change in each of the sectors. Despite job losses in high-wage industries such as Financial Activities, Information, and Manufacturing, Milwaukee County's 2016 average annual wage was almost

## Employment Projections

Milwaukee Workforce Development Area Industry Projections, 2014-2024
Milwaukee County

| Industry | 2014 Employment | Projected 2024 Employment | Change (2014-2024) Employment | Change (2014-2024) Percent |
|---|---|---|---|---|
| All Industries | 547,011 | 578,097 | 31,086 | 6% |
| Natural Resources | 18,896 | 20,688 | 1,792 | 9% |
| Construction | * | * | * | * |
| Manufacturing | * | * | * | * |
| Trade, Transportation, and Utilities | 52,093 | 52,486 | 393 | 1% |
| Information | 80,432 | 82,536 | 2,104 | 3% |
| Financial Activities | 9,234 | 9,140 | -94 | -1% |
| Professional and Business Services | 33,140 | 35,198 | 2,058 | 6% |
| Education and Health Services | 81,478 | 85,907 | 4,429 | 5% |
| Leisure and Hospitality | 153,962 | 169,099 | 15,137 | 10% |
| Other Services | 46,743 | 50,875 | 4,132 | 9% |
| Public Administration | 28,434 | 28,434 | 0 | 0% |
| Self-Employed and Unpaid Family Workers | 25,925 | 25,560 | -365 | -1% |

* Due to confidentiality, data is suppressedand so detail may not add to totals.

Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, November 2016.

twelve percent higher than the state average and increased 1.3 percent in 2016, slightly higher than statewide annual wage growth of 1.2 percent.

The table above presents ten-year regional employment projections by industry sector for the Milwaukee Workforce Development Area (WDA), the only single-county WDA among the eleven in Wisconsin. Despite its small geographic size, Milwaukee is the state's largest WDA in terms of employment, with 17 percent of Wisconsin jobs.

The change in the number of jobs from 2014 to 2024 represents new jobs expected to be created during the period. Employment is projected to increase six percent during this period, with average growth of 3,614 jobs per year or 0.6 percent, the same annual growth rate projected for Wisconsin. As discussed above, Milwaukee County's actual 2016 job growth was 0.6 percent.

The Leisure and Hospitality sector is projected to add the most jobs between 2014 and 2024. Significant employment growth is also projected in Other Services and Education and Health Services. The Other Services sector provides services such as equipment and machinery repairing, administering religious activities, grantmaking, advocacy, and miscellaneous care services such as dry-cleaning and laundry, personal care, death care, and pet care. Within the larger Education and Health Services sector, most growth is expected in the Healthcare subsector rather than Education. This is due, in part, to demographic trends, with the elderly portion of the population expanding while the school-age portion is shrinking. Large investments in new schools, classrooms, and teaching jobs are not anticipated, however this does not mean we won't need many new teachers in this county.

## Employment Projections

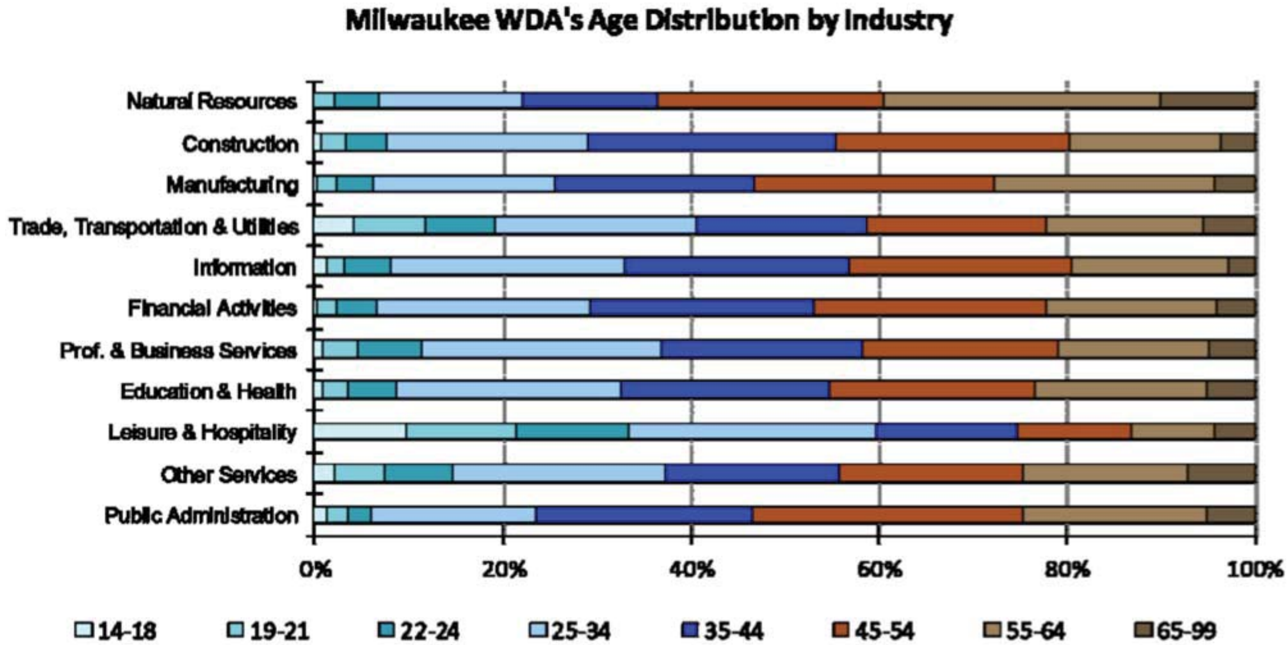
Milwaukee Workforce Development Area Occupation Projections, 2014-2024

Milwaukee County

| Occupation Group | Employment | | | | Average Annual Openings | | | Median Annual Wage |
|---|---|---|---|---|---|---|---|---|
| | 2014 | 2024 | Change (2014-2024) Number | Percent | Due to Growth | Due to Replace-ment | Total Openings | |
| All Occupations | 547,011 | 578,097 | 31,086 | 6% | 3,614 | 12,571 | 16,185 | $ 36,918 |
| Management | 35,208 | 37,506 | 2,298 | 7% | 233 | 813 | 1,046 | $ 98,467 |
| Business and Financial | 32,556 | 34,328 | 1,772 | 5% | 214 | 685 | 899 | $ 62,598 |
| Computer and Mathematical | 14,914 | 16,005 | 1,091 | 7% | 123 | 213 | 336 | $ 72,567 |
| Architecture and Engineering | 8,495 | 8,812 | 317 | 4% | 40 | 210 | 250 | $ 68,680 |
| Life, Physical, and Social Science | 2,869 | 3,117 | 248 | 9% | 25 | 79 | 104 | $ 60,354 |
| Community and Social Service | 10,874 | 11,609 | 735 | 7% | 74 | 229 | 303 | $ 38,449 |
| Legal | 5,302 | 5,339 | 37 | 1% | 4 | 92 | 96 | $ 68,010 |
| Education, Training, and Library | 41,121 | 42,587 | 1,466 | 4% | 149 | 859 | 1,008 | $ 48,369 |
| Arts, Entertainment and Media | 11,633 | 11,975 | 342 | 3% | 51 | 279 | 330 | $ 44,271 |
| Healthcare Practitioners | 36,222 | 40,618 | 4,396 | 12% | 444 | 785 | 1,229 | $ 66,366 |
| Healthcare Support | 15,010 | 17,218 | 2,208 | 15% | 222 | 329 | 551 | $ 28,459 |
| Protective Service | 12,103 | 12,418 | 315 | 3% | 34 | 271 | 305 | $ 34,402 |
| Food Preparation and Serving | 39,474 | 42,879 | 3,405 | 9% | 354 | 1,478 | 1,832 | $ 18,675 |
| Building & Grounds Maintenance | 15,506 | 17,184 | 1,678 | 11% | 168 | 316 | 484 | $ 21,479 |
| Personal Care and Service | 37,625 | 43,109 | 5,484 | 15% | 565 | 625 | 1,190 | $ 21,436 |
| Sales and Related | 44,979 | 46,802 | 1,823 | 4% | 197 | 1,319 | 1,516 | $ 28,467 |
| Office and Administrative Support | 79,325 | 79,023 | -302 | 0% | 204 | 1,649 | 1,853 | $ 35,861 |
| Farming, Fishing, and Forestry | 4,256 | 4,242 | -14 | 0% | 7 | 108 | 115 | $ 27,583 |
| Construction and Extraction | 10,545 | 11,503 | 958 | 9% | 97 | 164 | 261 | $ 56,067 |
| Installation, Maintenance, Repair | 15,825 | 16,739 | 914 | 6% | 104 | 361 | 465 | $ 44,654 |
| Production | 39,960 | 40,314 | 354 | 1% | 136 | 898 | 1,034 | $ 33,394 |
| Transportation & Material Moving | 33,209 | 34,770 | 1,561 | 5% | 171 | 810 | 981 | $ 29,625 |

Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, September 2015

To get a better idea of the types of jobs included in employment projections, we can also look at expected job growth by occupation. The table above displays projected total job openings through 2024, which includes both openings resulting from creation of new jobs (Change column) and replacement openings in previously created jobs that are anticipated to occur as incumbent workers leave those positions, necessitating the hiring of new workers to replace them (Replacement Openings column). Large numbers of Baby Boomers are expected to retire within the next few years, which is why projected replacement openings exceed the number of openings expected to occur because of job growth. This phenomenon is occurring not only in Milwaukee, but throughout the state economy as well. Large numbers of annual job openings are projected in Food Preparation and Serving, Sales and Related, and Office and Administrative Support, which is expected to have the most job openings despite no projected growth in the occupation. And many replacement openings are projected in other occupations that are not expected to grow significantly, such as Production and Education, Training and Library. This is especially common in occupations with older workforces and large numbers of anticipated retirements during the projection period, as well as low-wage occupations which tend to have younger workforces but higher rates of employee turnover.




Source: U.S. Dept. of Commerce, Census Bureau, Local Employment Dynamics 2016.

The workforce age distribution within each of the county's major industries displayed above presents a detailed view of the area's workforce age demographics. The considerable differences in age composition among industry sectors are evident. Industries which commonly base pay on seniority, such as Manufacturing and Public Administration, employ the oldest workers. Other industries like Construction or Leisure and Hospitality typically employ the youngest workers because many of their jobs are physically demanding and/or seasonal or part time in nature, making them either unsuitable or unappealing to older workers.

The highest rates of workforce participation are seen among those who are of prime working age, which is generally considered to be between 25 and 54 years. Sixty-five percent of Milwaukee's workers in all industries are of prime working age, with the 25-34 age group accounting for the largest share of the workforce at 23 percent. Twenty-two percent of area workers in all sectors are older than age 54, which is slightly less than the statewide average of 23 percent. Natural Resources has the highest portion of workers age 55 and older (39 percent), but it is a very small sector employing less than one percent of the area's workforce. In Manufacturing, a much larger sector accounting for ten percent of Milwaukee's employment base, 28 percent of workers are age 55 and older. This explains, in part, why 87% of projected Production occupation openings discussed on the previous page are to replace exiting workers rather than to fill new jobs. The large number of older workers across all industries is concerning because when they inevitably retire, employers may encounter difficulty finding younger workers with the skills and experience necessary to replace them.

**For More Information:**

Wandy Miezio

Regional Economist — Milwaukee WDA

Phone: (262) 695-7767 Email: wandy.miezio@dwd.wisconsin.gov

**APPENDIX 6**

*QUALIFICATIONS OF*

# SCOTT McLAUGHLIN

## Professional Position

Member of Market Consulting Services, LLC. Specific proficiency in rental housing valuation and evaluation, including appraisal, feasibility analysis, market study and investment analysis of income-restricted and market-rate apartment projects, condominium developments, and subdivision developments.

## Education

Master of Science - Business, Real Estate Appraisal and Investment Analysis,
University of Wisconsin, Madison, 1984.

Juris Doctor
University of Wisconsin, Madison, 1981.

Bachelor of Business Administration - Accounting.
University of Wisconsin, Madison, 1977.

## Appraisal Institute Courses

310 Basic Income Capitalization - 1992
110 Appraisal Principles - 1993
120 Appraisal Procedures - 1993
410 Standards of Professional Practice A - 1993
420 Standards of Professional Practice B - 1994
520 Advanced Income Capitalization - 1995

## Professional Experience

| | |
|---|---|
| 1999 - Present | Member/Appraiser, Market Consulting Services, LLC, Mequon, Wisconsin |
| 1997 - 1999 | Appraiser, The Appraisal Resource Group, Inc., Milwaukee, Wisconsin |
| 1991 - 1997 | Manager, Commercial Appraisal, Metropolitan Appraisal Inc., Milwaukee, Wisconsin |
| 1984 - 1991 | Vice President of Development & Feasibility Analysis, Capital Associates, Mequon, Wisconsin |

## Authorizations and Certifications

Certified General Appraiser (CGA), State of Wisconsin #646

The following is a partial list of tax credit related assignments completed by Mr. McLaughlin:

- Foxbrook Senior Apartments, Brookfield, WI - 71 Units
- Brookside Meadows Apartments, La Crosse, WI - 40 Units
- Michael Manor, La Crosse, WI - 42 Units
- Delton Commons Apartments, Lake Delton, WI - 56 Units
- Crestview at Woodland Ridge, Greenfield, WI - 76 Units
- Camden Court II - Madison, WI - 65 Units
- Townhomes at Carver Park I & II, Milwaukee, WI - 64 & 58 Units
- Kenosha Commons Apartments I - Kenosha, WI - 48 Units
- Hillside Woods II, Delafield, WI - 60 units
- Mequon Court, Mequon, WI - 44 units
- Clare Heights Apartments, Milwaukee, WI - 45 units
- Evergreen Park Apartments - Phase I & II, Cedarburg, WI - 95 Units
- Northgate Senior Apartments, Fond du Lac, WI - 62 Units
- Hunters Ridge Phase III, Plymouth, WI - 24 Units
- Davenport Lofts, Davenport, Iowa - 73 Units
- Badger Housing for the Blind, Milwaukee, WI - 58 Units
- Wyndmere Estates Apartments, Stevens Point, WI - 48
- Windsor Village Apartments, Sheboygan Falls, WI - 40 Units
- City on the Hill Lofts, Milwaukee, WI - 99 Units
- Hubbard Street Lofts, Milwaukee, WI - 51 Units
- Thompson Meadows Apartments, St. Francis, WI - 100 Units
- Jefferson Senior Apartments, Jefferson, WI - 49 Units
- Linton Village Apartments, Viroqua, WI - 24 Units
- Jolly-Aire Apartments, Menomonee Falls, WI - 84 Units
- Waterloo Senior Apartments, Waterloo, WI - 24 Units
- Sherman Glen Apartments, Madison, WI - 98 Units
- Olympian Hill Apartments, Beloit, WI - 46 Units
- New Glarus School Apartments, New Glarus, WI - 24 Units
- Springbrook Apartments, Burlington, WI - 48 Units
- Bradley Manor Apartments, Brown Deer, WI - 51 Units
- Prairie Meadows Senior Apartments, Phases I, II & III, Germantown, WI - 74 Units
- Madison Avalon Apartments, Madison, WI - 104 Units
- Carmen Court Apartments, Milwaukee, WI - 96 Units
- Marshall School Apartments, Janesville, WI - 55 Units
- Prairie Ridge Apartments, Pleasant Prairie, WI - 120 Units
- Parkwest Townhouses, Milwaukee, WI - 34 Units
- Central Park Apartments, Ripon, WI - 36 Units
- Hillside Village Apartments, Slinger, WI - 24 Units
- Northpointe Apartments, Fort Atkinson, WI - 24 Units
- Berkshire/Highland Apartments, Plymouth, WI - 64 Units
- Silvernail Regency Apartments, Waukesha, WI - 90 Units
- White Oaks Apartments, Greenfield, WI - 80 Units
- Evergreen Park Apartments - II, Cedarburg, WI - 47 Units
- Sunrise Village Senior Apartments, South Milwaukee, WI - 48 Units
- Clare Meadows Senior Apartments - Phase II, Franklin, WI - 40 Units
- Mill Pond Apartments, Hartford, WI - 50 Units
- The Centennial, Oak Creek, WI - 97 Units
- Deer Creek Senior Apartments, New Berlin, WI - 145 Units
- School House Apartments, Mineral Point, WI - 11 Units
- Prairie Hill Senior Apartments, Greenfield, WI - 69 Units

Wausau School Lofts, Wausau, WI - 55 Units

Craftsman Village Cottages, Plover, WI - 40 Units

Mission Village Cottages, Plover, WI - 36 Units

Meetinghouse Senior Apartments, Milwaukee, WI - 96 Units

Watertower View - Deaf Senior Apartments, Greenfield, WI - 43 Units

Washington Heights Senior Assisted Apartments, Hartford, WI - 50 Units

The following is a partial list of subsidized housing related assignments completed by Mr. McLaughlin:

- Port Plaza Tower, Green Bay, WI
- Chateau/Regency Apartments, Racine, WI
- Northside Apartments, Antigo, WI
- Hawthorne Woods Apartments, Plymouth, WI
- Monroe Plaza Apartments - Green Bay, WI
- Rhinehaus Apartments/Highland Estates I & II - Rhinelander, WI
- Marquette Apartments - Milwaukee, WI
- The Terrace - Rockford, IL
- Edgewood Manor, Burlington, WI
- LaFollette Apartments, West Allis, WI
- Maple Ridge Apartments, Rock Island, IL
- Sturgeon Bluff Apartments, Wausau, WI
- Camilla Court Apartments, Milwaukee, WI
- Chateau Gardens, Fond du Lac, WI
- Orchard Court Apartments, West Allis, WI
- Gilbert Court Apartments, Elkhorn, WI
- Havenwood Apartments, Lake Geneva, WI
- Oakview Manor Apartments, Racine, WI
- Randolph Court II Apartments, Wausau, WI
- Willow Heights Apartments, Decatur, IL
- Lou-Mar Apartments, Mineral Point/Dodgeville/Mazomanie/Mount Horeb, WI
- Scoville Center, Beloit, WI
- Chippewa County Housing, Chippewa Falls/Boyd/Cadott, WI
- Lake Forest Apartments II, Oak Creek, WI
- Hometown Village Apartments II, 10 Wisconsin locations
- River Park Apartments I and II, Shorewood, WI
- Skyrise Apartments, Rockford, IL
- Tanglewood Apartments, Kenosha, WI
- Grant Park Square Apartments, South Milwaukee, WI
- Park Bluff Apartments, Milwaukee, WI
- Primrose Apartments, Neenah, WI
- Portland Square Apartments, Fond du Lac, WI
- Oakwood Apartments, Fond du Lac, WI
- Spring Glen Apartments, Mayville, WI
- Main Street Gardens, Milwaukee, WI
- Cleveland Terrace Townhouses, Milwaukee, WI
- Windsong Village Apartments, West Allis, WI
- Meadow Park Townhouses, Madison, WI
- Deneys Townhouses, Green Bay, WI
- Boulevard Apartments, Milwaukee, WI
- Kennedy Heights Townhouses, Madison, WI
- River Falls Terrace, River Falls, WI
- Lexington Court, Janesville, WI
- Northwinds, Manitowoc, WI/Woodside Village & Albert House, Racine, WI
- WAICO I & II, Milwaukee, WI

Jenor Tower Apartments, Platteville, WI
Rockwell Court Apartments, Fort Atkinson, WI
Rivercrest Village Apartments, Crawford County, WI
McKinley Gardens, Milwaukee, WI
Carriage Hills Apartments, Columbus, WI
Amherst Court, Sheboygan Falls, WI
Badger Terrace/Parkview Terrace/Lime Tree Terrace, Green Bay, WI
Northwood Apartments, Milwaukee, WI
Sturgeon Bluff Apartments, Wausau, WI
LaFollette Senior Apartments, West Allis, WI
Apple Hill Townhouses, Ashwaubenon, WI

The following is a partial list of recent market-rate rental housing assignments completed:

- The Apartments at Parkshore, St. Francis, WI
- The Lofts, Brookfield, WI
- The Arbors, Oak Creek, WI
- Hillside Woods Apartments II, Delafield, WI
- Brookfield Woods, Brookfield, WI
- Village Green Apartments II, Oak Creek, WI
- Woodridge Apartments, New Berlin, WI
- Alpine Court Apartments, West Allis, WI
- The Sanctuary, New Berlin, WI
- Whitnall Gardens, Hales Corners, WI
- Courtyard Square, Milwaukee, WI
- Willowbrook Greens, Brookfield, WI
- College Square, Greendale, WI
- Candlewick Apartments, Greendale, WI
- High Grove at Woodland Ridge, Greenfield, WI
- Courtyard Square Apartments, Milwaukee, WI
- Wilson Commons I & II Senior Apartments, Milwaukee, WI
- Brookfield Woods Senior Apartments, Brookfield, WI
- Forest Ridge Senior Apartments, Hales Corners, WI
- The Landmark Senior Apartments, West Allis, WI
- High Grove Senior Apartments, Greenfield, WI
- Marquette Manor Senior Apartments, South Milwaukee, WI
- Algonquin Manor Senior Apartments, Brown Deer, WI
- St. Catherine Commons Senior Apartments, Kenosha, WI
- Kenosha Commons II Apartments, Kenosha, WI
- Hart Park Square Retirement Community, Wauwatosa, WI
- The Gables of Germantown Senior Campus, Germantown, WI
- River Shores Regency Senior Apartments, West Bend, WI
- Junior House, 5th Ward Milwaukee, WI
- Oregon Lofts, 5th Ward Milwaukee, WI
- Serafino Square, Wauwatosa, WI
- Regency Senior Apartments, South Milwaukee, WI
- Briarwood Cottages, Plymouth, WI