

MAY 02 2005  
MERIDIAN

**HOUSING MANAGEMENT AGREEMENT**

This Housing Management Agreement (the "Agreement") by and between the Community Development Authority of the City of Madison (the "CDA"), and Meridian Group, Inc. (the "Management Entity"), and consented to by the Wisconsin Housing and Economic Development Authority ("WHEDA") is made and entered into on November 1, 2004.

WITNESSETH:

WHEREAS, CDA is the owner of <sup>twenty-eight (28)</sup> ~~thirty-two (32)~~ residential units in six <sup>4</sup> ~~(6)~~ apartment buildings (the "Development") located at the following addresses in the City of Madison, Wisconsin:

- 612, 616, 620, 624, 628 and 632 East Dayton Street
- 200, 202, 206 and 210 North Blount Street
- 601 South Baldwin Street
- 315 South Brooks Street

WHEREAS, the Development is financed with a mortgage loan to CDA from WHEDA, whose address is 201 West Washington Avenue, Suite 700, Post office Box 1728, Madison, Wisconsin 53701-1728, and in connection with such financing CDA has entered into a Mortgage Note, a Mortgage, a Security Agreement and Regulatory Agreement (together the "Regulatory Agreements"), the terms of which, in part, impose substantial restrictions upon the management and operation of the Development; and

WHEREAS, Management Entity has developed an Affirmative Fair Housing Marketing Plan (the "AFHM Plan"), a tenant selection criteria/plan (the "Selection Plan"), and a Management Entity Profile (the "Entity Profile"); and

WHEREAS, CDA wishes to appoint Management Entity as managing agent for the Development and Management Entity wishes to be so appointed.

NOW, THEREFORE, in consideration of the premises, the agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CDA and Management Entity agree as follows:

1. Appointment and Acceptance. CDA hereby appoints Management Entity, as of the effective date of this Agreement and as an independent contractor, as the exclusive managing agent for the Development. Management Entity hereby accepts such appointment.
2. Term. This Agreement shall be for a term of one (1) year, subject to early termination pursuant to the terms of this Agreement. This Agreement shall commence on November 1, 2004 (the "Effective Date") and expire on October 31, 2005.

3. Management Entity Certifications. Management Entity hereby certifies that:
- a. it is familiar with WHEDA, and the requirements of its programs under which the financing for the Development is provided, including the terms of the Regulatory Agreements;
  - b. to the extent applicable to Management Entity as managing agent for the Development, it will comply with the terms of each of the foregoing documents as well as the policies and procedures of WHEDA; and
  - c. the AFHM Plan, the Selection Plan, and Entity Profile are accurate.
4. Duties of Management Entity. Management Entity shall on behalf of CDA perform all services required in connection with the operation of the Development subject at all times to CDA's general supervision and control. It shall be the duty and responsibility of Management Entity:
- a. Budget. No later than sixty (60) days prior to the commencement of each calendar year, Management Entity shall submit to CDA for CDA's approval, a proposed operating budget, in such form WHEDA may require for the Development, setting forth all estimated receipts and expenses for the ensuing year. CDA shall approve the budget submitted by the Management Entity, as modified by CDA, at least fifteen (15) days prior to the date ("Submission Date") on which WHEDA requires the operating budget to be submitted to WHEDA for approval. Management Entity and CDA shall work together in good faith to amend the proposed operating budget to their satisfaction prior to the Submission Date, but in case of a disagreement, CDA's wishes shall prevail.

Promptly upon approval by CDA of the proposed operating budget and on or before the Submission Date, Management Entity shall submit to WHEDA for WHEDA's approval the proposed operating budget along with any documentation required by WHEDA in connection with the proposed operating budget or the Development's operations. Management Entity and CDA shall work together in good faith to amend such proposed operating budget to WHEDA's and their mutual satisfaction before the end of the then current calendar year.

The proposed operating budget as approved in writing by both CDA and WHEDA is hereinafter referred to as the "Approved Budget". Except as otherwise provided in this Agreement or as may be approved in writing and in advance by both CDA and WHEDA, Management Entity shall incur no expenses in connection with the Development that are not provided for in the Approved budget. In case of emergency, Management Entity shall promptly and prudently incur the expense of attending to the emergency and shall promptly notify CDA and WHEDA. In the event that a submitted proposed budget is not approved by CDA or WHEDA prior to the end of the then current calendar year, Management

Entity shall operate under the last Approved Budget on an item-by-item basis until a new budget is approved in writing by CDA and WHEDA.

- b. Tenant Waiting List. To maintain a written waiting list of all persons who apply and are qualified under the Selection Plan and WHEDA requirements to live in the Development, including at least their names, addresses, telephone number, dates of application and any documentation received as a basis for the determination of their qualifications, all as required by WHEDA.
- c. Rentals. To use its best efforts to rent housing units giving priority to housing units equipped specifically for the handicapped. To use terms and conditions satisfactory to CDA and WHEDA, using such move-in/move-out forms and procedures and form(s) of lease(s) as may be acceptable to CDA and required by WHEDA. Management Entity shall enter into such leases on CDA's behalf. Management Entity shall not rent more than one housing unit to the same tenant. Management Entity shall collect, complete and timely submit to WHEDA all documentation required by WHEDA from time to time in connection with such rentals, including initial and annual certifications as to housing tenant income and other qualifications.
- d. Collections. To timely collect all rents and other income as it becomes payable, in accordance as applicable, with WHEDA's requirements and procedures.
- e. Lease Enforcement. When necessary and in compliance with existing laws and regulations, to institute legal actions or proceedings for collection of delinquent rents and other income and for the dispossession of tenants and other person therefrom, and to engage attorneys in connection with such actions or proceedings unless directed otherwise by CDA. Prior to instituting such actions or proceedings, Management Entity shall make reasonable efforts to obtain voluntary compliance by the tenant with the lease, including counseling the tenant with respect to the consequences of default under the lease and options for curing the default, and referring the tenant to community organizations, which may offer assistance to tenants suffering from financial hardship, to the end that involuntary termination of leases may be avoided to the maximum extent reasonably possible consistent with sound management principles.
- f. Tenant Relations. To use its best reasonable efforts to establish and maintain amicable relationships with tenants, encourage and assist them in forming and maintaining tenant representative organizations and maintain good faith communications with such organizations.
- g. Repairs and Maintenance. To make or cause to be made all necessary or prudent repairs, to purchase all necessary supplies and materials to facilitate the repair, operation or management and to do all other things reasonably necessary to maintain the Development in a clean, safe and orderly condition and to ensure

compliance with all federal, state, and local statutes, ordinances, rules, regulations and policies, and WHEDA policies, applicable to the management and operation of the Development. Special attention shall be given to preventive maintenance. Management Entity shall inspect each unit not less than annually, and shall retain written records of such inspections, placed in the tenant file. Management Entity shall systematically and promptly receive and investigate all service requests from tenants, take such actions thereon as may be justified, and keep written records of such requests. Management Entity shall respond to emergency requests as promptly as possible and report on such requests of a serious nature to CDA.

- h. Purchase of Services. To use its best efforts to make all repairs and to obtain all materials, supplies, and services at the best economic price available, and to obtain bids, when appropriate, and written documentation of the foregoing. Management Entity shall seek to obtain, and deposit in the account described in subparagraph 7.b., rebates, commissions or discounts, in cash or in kind (including any sales or property tax relief available from state or local governments) in connection therewith. Management Entity shall not obtain any materials, supplies, or services from any affiliate, except: (i) with CDA's written approval, and (ii) at prices which are not in excess of prices for similar materials, supplies, or services available from non-affiliates in the same general geographic area. Management Entity shall provide to CDA and WHEDA an updated Entity Profile within thirty (30) days of any change in the information provided therein.

"Affiliate" shall mean: (i) any person directly or indirectly controlling, controlled by, or under common control with Management Entity or any of its officers, directors, or shareholders, (ii) any person owning or controlling 10% or more of the outstanding voting security of Management Entity, (iii) any officer, director or partner of Management Entity, (iv) if Management Entity or any of its officers, directors, shareholders, or partners is an officer, director or partner of any company for which Management Entity or such officers, director, shareholder, or partner acts in any such capacity, (v) any person related by blood, marriage, or force of law to any of Management Entity's officers, directors, shareholders, or partners, and (vi) any person who is an affiliate or who has an identity-of-interest relationship with Management Entity or CDA under WHEDA guidelines.

- i. Contract for Services. To contract for electricity, gas, water, sewer, oil, telephone, window cleaning, pest control, trash collection, and such other utilities and services as shall be necessary and advisable for the proper operation of the Development. Management Entity shall not contract for any utilities or services the estimated cost of which would exceed the cost specified therefor in the Approved Budget without CDA's prior written consent thereto.
- j. Employees. To hire, discharge and supervise those persons employed to carry out Management Entity's duties hereunder. Management Entity shall use reasonable care in the selection of such employees and shall not pay salaries or benefits to

such employees in excess of those specified in the Approved Budget for them without CDA's prior written authorization. With respect to any such employees who are to be employees of Management Entity, Management Entity shall pay such salaries and benefits with checks drawn upon its own account and not the accounts identified in paragraph 7, and shall reimburse itself as provided in paragraph 12.

- k. Management Unit. Management Entity shall at all times have sufficient personnel physically present at the Development for the full and efficient performance of its duties under this Agreement, including physical presence of responsible persons at such times as reasonably may be requested by CDA or WHEDA. If WHEDA, in its sole discretion, notifies Management Entity of specific staffing or scheduling requirements, Management Entity shall conform to the requirements within ten (10) days after written notice by WHEDA.
- l. Insurance Review. To timely investigate and refer potential claims under such insurance to the CDA.
- m. Payment of Bills. To review all bills, invoices, and statements received for services, supplies, materials and other expenditures incurred in connection with the maintenance operation and ownership of the Development, and to pay or cause to be paid in a timely fashion all expenses specified in the Approved Budget.
- n. Records. To establish and maintain complete and orderly files containing correspondence, rent records, payroll records, insurance policies, tenant waiting lists, applications, certifications, verifications and leases, receipts, unpaid bills, AFHM Plan records, tenant maintenance requests, documentation related to transactions with Affiliates, and all other documents and papers pertaining to the Development and the management and operation thereof or otherwise required by WHEDA to be maintained, all of which shall be and remain the property of CDA and shall be available to CDA, WHEDA, and any of their authorized representatives for inspection at any reasonable time during regular business hours.
- o. Books of Account. To establish and maintain in accordance with generally accepted accounting principles, consistently applied, accurate, and complete books of account with proper entries of all receipts, income, and disbursements pertaining to the Development, which books of account shall be and remain the property of CDA and shall be available to CDA, WHEDA, and their authorized representatives for inspection at any time during regular business hours.
- p. Financial Reports. To prepare and furnish to CDA and WHEDA financial reports and statements of the Development, prepared in accordance with the provisions of paragraph 9.

- q. Relationships. To establish and maintain amicable and sound working relationships with WHEDA, and their authorized representatives with respect to the Development and Management Entity's duties hereunder to ensure their satisfaction therewith.
  - r. Compliance. To observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of City, County of Dane, State of Wisconsin, federal government and any other governmental authority having jurisdiction over the Development. Management Entity may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint, or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Management Entity agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will defend and hold the CDA harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
  - s. Other Services. To perform all other services reasonably necessary or convenient for the care, protection, maintenance, and operation of the Development and the prevention of waste, damage or injury thereto.
5. Management Entity's Overhead. CDA shall not be responsible for the payment of Management Entity's general overhead or administrative expenses other than as provided in the Approved Budget.
6. Advances by Management Entity. Payments to be made by Management Entity at CDA's expense shall be made out of funds held by Management Entity from time to time for the account of CDA or otherwise provided by CDA. Management Entity shall not be obliged to make any advance to or for the account of CDA or to pay any amount except out of funds held for or provided by CDA. If Management Entity voluntarily advances funds for CDA's account for the payment of any Development related expense not requiring CDA's prior approval, CDA shall reimburse Management Entity therefore on demand.
7. Accounts. Monies held by Management Entity for CDA's account shall in no event be commingled with Management Entity's own monies or with monies held by Management Entity for the account of other parties, and all such monies held for CDA's account shall be trust funds in the hands of Management Entity. All such monies shall be held in interest-bearing accounts as hereinafter described.
- a. Security Deposit Account. Security deposits received from tenants shall be deposited in an account in Associated Bank to be designated of record as "CDA-95-1 Security Deposit Account". Amounts so deposited and interest earned

thereon shall be applied only in accordance with applicable law and WHEDA requirements and as directed by CDA.

- b. Development Account. All other monies received by Management Entity for or on behalf of CDA shall be deposited in an account in Associated Bank to be designated of record as "CDA-95-1 Development Account." Management Entity shall disburse such monies and the interest earned thereon only in accordance with the Approved Budget, WHEDA requirements and as directed by CDA.
8. Fidelity Bonds. Employees of Management Entity who handle or are responsible for CDA's monies shall be bonded by a reputable surety company in amounts and on terms satisfactory to CDA and WHEDA, and the reasonable expense of such bonds may be included within the Approved Budget.
9. Financial Reports. Management Entity shall prepare and furnish to CDA, and as required by WHEDA to WHEDA, the following financial reports:
  - a. Within fifteen (15) days after the end of each month, a detailed statement of all cash receipts and disbursements received and made during the preceding month in connection with the Development, together with all accounts payable and receivable as of the last day of said month, all in such form as may be reasonably acceptable to CDA and WHEDA.
  - b. Within thirty (30) days after the end of each fiscal quarter, a statement of income and expenses showing the results of operations for said quarter and cumulatively for the period from the beginning of the year through the end of said quarter, on a comparative basis with the Approved Budget, including an explanation of any variances in individual Approved Budget categories (e.g. income, renting, administration, operating, utility and maintenance) in an amount greater than or equal to 10%, all in a form reasonably acceptable to CDA and WHEDA.
  - c. Within sixty (60) days following the end of each fiscal year, a complete financial report, prepared by an independent certified public accountant acceptable to CDA and WHEDA, showing the results of operations for said year based upon an examination of the Development books and records, which statement shall be prepared:
    1. on an accrual basis; and
    2. on a comparative basis with the preceding year, which report upon approval by CDA and within sixty (60) days after the end of each fiscal year, Management Entity shall submit to WHEDA, all in a form reasonably acceptable to CDA and WHEDA.
10. Indemnification. Management Entity shall be liable to and hereby agrees to indemnify, defend and hold harmless CDA, and its officers, officials, agents, and employees against

all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon CDA or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Management Entity's acts or omissions in the performance of this Agreement.

11. Insurance. Management Entity shall obtain, at Management Entity's expense, beginning on the Effective Date of this Agreement, and shall maintain through the expiration or termination of this Agreement, a policy of commercial general liability insurance, naming CDA and WHEDA as additional insureds, to insure against injury to property, person, or loss of life in connection with the Development with limits of general liability of not less than \$1,000,000 in the aggregate. As evidence of this coverage, Management Entity shall furnish to CDA a certificate of insurance on a form provided by CDA.

12. Management Entity's Compensation. In consideration of the performance of its duties hereunder, Management Entity shall be entitled to receive and CDA shall pay to Management Entity a fee equal in the aggregate of:

\$34.85 per apartment unit per month; plus

5 percent of the Gross Commercial Rents (as hereinafter defined); plus

5 percent of the Miscellaneous Income (as hereinafter defined)

of the Development actually collected by Management Entity for CDA's account after the date hereof until termination of this Agreement. Said fee shall be payable monthly within ten (10) days after the end of each calendar month.

"Gross Commercial Rents" shall mean fixed commercial rental payments actually collected from commercial tenants, exclusive of: (a) security deposits, advance rents, and amounts paid by reason of the breach of any lease, license, concession or similar agreement, including attorney's fees and court costs (unless and until such deposits or payments shall have been applied to the payment of current or past due fixed rent); (b) "escalation payments" collected in excess of fixed rents on account of real estate taxes, operating expenses, utility charges, or similar costs; and (c) reimbursable charges and expenses for extra services furnished to a tenant or occupant, whether or not any of the excluded payments are characterized as rent or additional rent under the applicable leases, licenses, concession agreements, or other agreements.

"Miscellaneous Income" shall mean all income actually collected from parking space rentals, laundry equipment, vending machines, charges for damages, charges for late rent payment or bad checks, furniture, and equipment rentals and other miscellaneous income as may be approved in writing by CDA and WHEDA, exclusive of:



- a. refunds from tax or utility rate appeals, unless approved in advance by CDA and WHEDA;
- b. payments received from insurance companies pursuant to claims made;
- c. reimbursements from reserve escrows; and
- d. interest earned on the accounts identified in paragraph 7 or any account related to the Development and held by CDA or WHEDA.

In addition to the foregoing compensation, CDA shall reimburse Management Entity for the actual cost to Management Entity of salaries and benefits for employees of Management Entity and other out-of-pocket expenses incurred by Management Entity in the performance of its duties hereunder to the extent such salaries, benefits, and expenses are included in the Approved Budget.

Management Entity and Affiliates shall not solicit or receive, directly or indirectly, any commission, bonus, gratuity, fee, or any other payment other than those described herein from any person with respect to the duties of Management Entity described herein and business related thereto.

13. Nondiscrimination. In the performance of the services under this Agreement, Management Entity agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Management Entity further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex or national origin.

This provision shall not be construed to prohibit selection or eviction of tenants as permitted by Section 3.23(4)(d) of City's General Ordinances.

14. Affirmative Action. Unless exempt pursuant to Sec. 3.58(9)(c) of the Madison General Ordinances, Management Entity agrees that, within thirty (30) days after the Effective Date, Management Entity will provide to City's Department of Affirmative Action certain workforce utilization statistics, using a form to be furnished by City. If this Agreement is still in effect, or if CDA enters into a new Agreement with Management Entity within one year after the date on which the form was required to be provided, Management Entity will provide updated workforce information using a second form, also to be furnished by City. The second form will be submitted to City no later than one year after the date on which the first form was required to be provided.

Management Entity further agrees that, for at least twelve (12) months after the Effective Date, it will notify City of each of its job openings at facilities in Dane County for which applicants not already employees of Management Entity are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. Management Entity agrees to interview and consider candidates referred by the Affirmative Action Department if the candidate meets the minimum qualification standards established by Management Entity, and if the referral is timely. A referral is timely if it is received by Management Entity on or before the date stated in the notice.

Unless exempt pursuant to Sec. 3.58(9)(a) of the Madison General Ordinances, Management Entity and its contractors and subcontractors shall comply with the following:

## ARTICLES OF AGREEMENT

### ARTICLE I

Management Entity shall take affirmative action in accordance with the provisions of this Agreement to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, handicap, sex, or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of Management Entity. Management Entity agrees to post in conspicuous places available to employees and applicants notices to be provided by City setting out the provisions of the nondiscrimination clauses in this Agreement.

### ARTICLE II

Management Entity shall in all solicitations or advertisements for employees placed by or on behalf of Management Entity state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, handicap, sex, or national origin.

### ARTICLE III

Management Entity shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by City advising the labor union or workers' representative of Management Entity's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

### ARTICLE IV

(This Article applies to non-public works contracts.)

Management Entity agrees that it will comply with all provisions of the Affirmative Action Ordinance of City including the contract compliance requirements. Management Entity warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. Management Entity has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4,41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City ordinances or has prepared and has on file a model affirmative action plan approved by the City's Common Council \_\_\_\_\_.
- B. Within thirty (30) days after the Effective Date of this Agreement, Management Entity will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4,41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City ordinances or has prepared and has on file a model affirmative action plan approved by the City's Common Council \_\_\_\_\_.

#### ARTICLE V

Management Entity will maintain records as required by Section 3.58(9)(f) of the City's General Ordinances and will provide City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 3.58(9)(f). City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

#### ARTICLE VI

In the event of Management Entity' failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of Section 3.23 and 3.58 of the City's General Ordinances, it is agreed that CDA at its option may do any or all of the following:

- a. Cancel, terminate, or suspend this Agreement in whole or in part.
- b. Declare Management Entity ineligible for further CDA contracts until the Affirmative Actions requirements are met.
- c. Recover on behalf of CDA from Management Entity 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, City may recover liquidated damages from the prime contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime contractor from recovering the amount of such damage from the noncomplying subcontractor.

#### ARTICLE VII

(This Article applies to public works contracts only.)

Management Entity shall include the above provision of this Agreement in every subcontract so that such provisions will be binding upon each subcontractor. Management Entity shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

## ARTICLE VIII

Management Entity shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Agreement. (In federally funded contracts, the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

15. Inspections. Management Entity shall permit CDA and WHEDA or any of their authorized representatives, to have reasonable access to the Development and any Development records, including those required to be maintained under the terms of this Agreement. Management Entity shall cooperate with CDA and WHEDA when CDA and WHEDA conduct on-site evaluations of the Development and its operation and management. Management Entity shall apply its best efforts to timely correct any shortfalls in the management or operation reported by CDA and WHEDA, and shall report to CDA in writing about such shortfalls and Management Entity's efforts to correct them.
  
16. Termination. This Agreement may be terminated immediately upon written notification to Management Entity by CDA in the event of Management Entity's malfeasance or misconduct, or as directed by WHEDA.  
  
This Agreement may be terminated by either party, with or without any cause, upon thirty (30) days written notice to the other party. Upon notice of termination by CDA, Management Entity shall incur no expenses attributable to CDA (except emergency repairs) without the express written consent of CDA.
  
17. Transfer of Records. On the effective date of termination, Management Entity shall turn over to CDA all books and records relating to the Development (copies of which may be made and retained by Management Entity at Management Entity's cost and expense) and all funds of CDA then remaining in Management Entity's possession, together with such authorizations and letters of direction addressed to tenants, occupants, suppliers, employees, financial institutions and other parties as CDA may reasonably require; and Management Entity shall cooperate with CDA in the transfer of management responsibilities to CDA or its designate. No management fees shall be due or payable for any period beyond the date Management Entity actually performs management services hereunder. A final accounting of unpaid management fees (if any) then remaining due to Management Entity hereunder shall be made within fifteen (15) days after the effective date of termination, but payment of any such fees shall not be made without WHEDA's consent.
  
18. Assignment. This Agreement is personal to Management Entity. Management Entity shall not assign this Agreement or subcontract the performance of its duties hereunder without CDA's and WHEDA's prior written consent. Any assignment or subcontracting without such consent shall be void.



- c. CDA's Executive Director or the Executive Director's designee is the designated representative of CDA for the enforcement of all provisions of this Agreement, with authority to administer this Agreement lawfully on behalf of CDA.
- d. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions, or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Agreement, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- e. If any term or provision of this Agreement or the application thereof to CDA or Management Entity shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to CDA or Management Entity shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- f. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.
- g. This Agreement may be executed in any number of counterparts, and the counterparts together shall constitute one Agreement binding on all parties hereto.
- h. The following documents are hereby incorporated into this Agreement by reference, and Management Entity hereby certifies that CDA has provided Management Entity with a copy of each of the following documents: the Mortgage Note, Mortgage and Security Agreement, and Regulatory Agreement. The Management Entity Profile, Lease, AFHM Plan and Selection Plan are hereby incorporated into this document by reference, and CDA certifies that Management Entity has provided CDA with a copy of the Management Entity Profile, Lease, AFHM Plan, and Selection Plan.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF MADISON

Date: \_\_\_\_\_

By: Stuart Levitan  
Stuart Levitan, Chair

Date: \_\_\_\_\_

By: Mark A. Olinger  
Mark A. Olinger, Executive Director

MERIDIAN GROUP, INC.

Date: 3/29/05

By: Douglas D. Strub  
Douglas D. Strub, President

CONSENT

The WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY hereby consents to the foregoing Housing Management Agreement, and the Management Entity designated therein, this 18 day of May, 2005.

WISCONSIN HOUSING AND ECONOMIC  
DEVELOPMENT AUTHORITY

By: Sharon Rambold  
Sharon Rambold  
Manager, Asset Management Group  
(Print Name and Title) wjm

Date: 5/18/05