

## EXHIBIT 1 MF L – STATE OF WISCONSIN HOUSING TAX CREDIT SUBORDINATE DEBT FINANCING TERM SHEET

<b>Purpose</b>	<p>Subordinate financing is available for State of Wisconsin Housing Tax Credit transactions. Subject to availability, may also be paired with other HTC and non-HTC WHEDA financed projects that align with WHEDA’s strategic priorities. Repayment of the loans will be made from available cash flow from operations Subordinate loans will not be provided for properties with locally-issued or privately-placed tax exempt bonds.</p> <p>Construction financing is also available for approved developments. Such financing is generally limited to the construction term of the first mortgage financing.</p>
<b>Funding Source</b>	<p>Multifamily Preservation Loan Fund (MFPLF), 2002 Escrow Agreement, FPC Financial Fund, Capital Magnet Funds (CMF), or Housing Trust Funds (HTF).</p> <p>WHEDA may use discretion to combine multiple sources, including its own balance sheet subordinate source, to conform to programmatic target goals.</p>
<b>Eligible Borrowers</b>	For-profit, qualified non-profits, housing authorities, or other entities meeting criteria established by WHEDA.
<b>Eligible Developments</b>	Must be paired with WHEDA Housing Tax Credits.
<b>Minimum Set-Aside</b>	<p>20% of all units set-aside for households with incomes not exceeding 50% of County Median Income (CMI).</p> <p>OR</p> <p>40% of all units set-aside for households with incomes not exceeding 60% of CMI.</p> <p>OR</p> <p>40% of all units set-aside for households with incomes not exceeding an average of 60% CMI.</p> <p>Total rent plus utilities cannot exceed 30% of the respective CMI levels.</p>
<b>Rate</b>	3.00% - 4.00%, subject to underwriting
<b>Term</b>	17 years, 2 years of interest only (19 years total)
<b>Amortization</b>	35 years amortization
<b>Credit Enhancements</b>	Guarantees may be required
<b>Loan-to-Value Ratio (LTV)</b>	<p>98% LTV for non-profit Borrowers taking into account all WHEDA financing.</p> <p>95% LTV for-profit Borrowers taking into account all WHEDA financing.</p> <p>Based on market and/or investment value determined by an appraisal contracted by and acceptable to WHEDA.</p> <p>* Excludes any WHEDA financed TIF.</p>
<b>Loan Sizing</b>	<p>The following guidelines will apply subject to underwriting:</p> <ul style="list-style-type: none"> <li>• Rural Areas: No more than \$1 of subordinate loan proceeds for every \$6 of permanent tax-exempt bond debt</li> <li>• Balance of State: No more than \$1 of subordinate loan proceeds for every \$8 of permanent WHEDA tax-exempt bond loan proceeds.</li> </ul> <p>Underwriting considerations may include but not limited to: affordability, location, market demand, etc.</p>
<b>Debt Coverage Ratio (DCR)</b>	<p>1.05 taking into account all WHEDA financing.</p> <p>* Excludes any WHEDA financed TIF.</p>
<b>Origination Fee</b>	1.5% of mortgage loan commitment amount
<b>Prepayment Provision</b>	WHEDA soft funds can be prepaid at any time post conversion. WHEDA soft funds must be prepaid at or before prepayment of WHEDA 1st mortgage.

<b>Developer Fees</b>	<p>Borrower must defer a minimum of 50% of the developer fee (as defined in WHEDA HTC Appendix J)</p> <ul style="list-style-type: none"> <li>The application must include evidence that the deferred fee can be repaid through future cash flows at the property within the 15-year HTC compliance period.</li> </ul>
<b>Payment</b>	<p>Commencing on the Closing Date, Borrower will make monthly interest-only payments on the Cash Flow Note until the conversion Date. Commencing on the Conversion Date, the payments of principal and interest will be due annually. Such annual payments shall be made on January 1st unless Borrower notifies WHEDA 30 days prior there is no available surplus cash. In the event a 30 day notification is received prior to the annual payment due date, WHEDA will review Borrower's annual audited financial statements to determine no surplus cash was available at time of payment. If any annual payment is not paid in full, then the unpaid amount will be carried forward but not added to the next annual payment. Additionally, the unpaid principal will continue to accrue interest.</p>
<b>Cash Flow Waterfall</b>	<p>i) Tax Credit Equity Investor Asset Management Fee;  ii) WHEDA Subordinate Note annual payment;  iii) If required by the Borrower's Operating Agreement, to replenish any disbursements made from the Operating Deficit Reserve;  iv) Deferred Developer Fee;  v) 50% of the remaining surplus cash pays the principal amount due and owing on the Subordinate Note; and  vi) All Non-WHEDA Subordinate Debt</p>
<b>Conditions to Funding</b>	<p>The following conditions must be met prior to the funding of the mortgage loan:</p> <ul style="list-style-type: none"> <li>Must be paired with WHEDA long term permanent financing</li> <li>Subordinate loans will not be provided for properties with locally-issued or privately-placed tax-exempt bonds</li> </ul>
<b>Loan Structuring Fee</b>	<p>One-half of the origination fee is payable upon acceptance of the Mortgage Loan Commitment Letter; this fee is credited toward the loan origination fee at closing.</p>
<b>Additional CMF Requirements:</b>	<ul style="list-style-type: none"> <li>If CMF will be used as a source, project must include units at or below 50% CMI and additional eligibility vetting completed</li> <li>If CMF or HTF will be used as a source, per unit maximum loan amount will be applicable</li> <li>Requirement to defer 50% of fee may be waived subject to underwriting</li> </ul>
<b>Additional HTF Guidelines:</b>	<ul style="list-style-type: none"> <li>If HTF will be used as a source, project must include units at or below 30% CMI and additional eligibility vetting completed, subject to maximum per-unit subsidy limits established annually by HUD</li> <li>HTF LTV can go up to 98%</li> <li>Origination Fee is waived</li> <li>Requirement to defer 50% of fee may be waived subject to underwriting</li> </ul>