

<b>FIXED RATE NOTE</b>			
OBLIGOR: Roosevelt School Apartments, LLC	NOTE #	NOTE DATE: July 31, 2018	TAX IDENTIFICATION NUMBER 47-3777843
AMOUNT \$300,000			MATURITY DATE February 28, 2034

On the Maturity Date, as stated above, for value received, the undersigned promise(s) to pay to the order of **the City of La Crosse Redevelopment Authority**, a corporation created under Wis. Stat. § 66.1333 (the “City”) at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601, the amount of Three Hundred Thousand and 00 Cents (U.S.), or so much as is disbursed to Obligor from time to time, with interest on the disbursed amount at the rate of one percent (1%) per annum, compounding annually, until maturity, whether by acceleration or otherwise, or until an Event of Default, as later defined, and after that at a rate equal to the rate of interest otherwise prevailing under this Note plus 3% per annum (but in no event in excess of the maximum rate permitted by law).

Obligor shall make payments of principal and interest based upon the amortization schedule attached hereto as Exhibit A (the "Amortization Schedule"), provided, however, said payments are conditioned upon the undersigned having Available Cash Flow. "Available Cash Flow" shall mean 50% of "Net Cash Flow" as set forth in Section 11.03(b) of Borrower's Amended and Restated Operating Agreement. Payments of Available Cash Flow shall be applied first to interest that is due and payable and second to outstanding principal. Interest shall be calculated based on the actual number of days the principal is outstanding on the basis of a 360-day year. Accrued interest on this Note will be payable on the 1st day of each July commencing July 1, 2019, until the Maturity Date when all amounts outstanding under this Note will be due and payable in full. Payments of principal will commence in accordance with the Amortization Schedule (i.e., in 2019). If any payment of principal or interest under this Note will be payable on a day other than a day on which the City is open for business, this payment will be extended to the next succeeding business day and interest will be payable at the rate specified in the Note during this extension. Other than the payment at maturity, if any payment is made after 10 calendar days after the due date set forth, a late payment charge equal to 5% of each late payment may be charged thereon. Upon such payment, the City agrees and acknowledges that its acceptance thereof will be deemed waiver of any Default related to the late payment under this Note.

If the undersigned (or any of them) or any guarantor under a guaranty of all or part of the indebtedness (“guarantor”) (a) fail(s) to pay any of the indebtedness when due, by maturity, acceleration or otherwise, or fail(s) to pay any indebtedness owing on a demand basis upon demand; or (b) fail(s) to comply with any of the terms or provisions of any agreement between the undersigned (or any of them) or any guarantor and the City; or (c) become(s) insolvent or the subject of a voluntary or involuntary proceeding in bankruptcy, a reorganization, arrangement or creditor composition proceeding that is not dismissed within 90 days, (if a business entity) ceases doing business as a going concern, (if a natural person) dies or becomes incompetent, (if a partnership) dissolves or any general partner of it dies, becomes incompetent or becomes the

subject of a bankruptcy proceeding, or (if a corporation or limited liability company) is the subject of dissolution, merger or consolidation; or (d) if any warranty or representation made by any of the undersigned or any guarantor in connection with this Note or any of the indebtedness be discovered to be untrue or incomplete in any material respect; or (e) if there is any termination, notice of termination, breach of any guaranty, pledge, collateral assignment or subordination agreement relating to all or any part of the indebtedness; or (f) if there is any failure by any of the undersigned or any guarantor to pay when due (after the expiration of any applicable notice, cure, or grace periods) any of its indebtedness (other than to the City) or in observance or performance of any term, covenant or condition in any document evidencing, securing or relating to such indebtedness; or (g) if the City deems itself insecure believing the prospect of payment of this Note or any of the indebtedness is impaired or shall fear deterioration, removal or waste of any of the collateral; or (h) if there is filed or issued a levy or writ of attachment or garnishment or other like judicial process upon the undersigned (or any of them) or any guaranty, then the City, upon the occurrence of any of these events (each a "Default"), may at its option and upon prior written notice to the undersigned (or any of them) and expiration of 30 days after said notice (or such longer time as is reasonably necessary to cure any Default that cannot reasonably be cured within 30 days), declare any or all of the indebtedness to be immediately due and payable (notwithstanding any provision contained herein to the contrary), sell or liquidate all or any portion of the collateral, set off against the indebtedness any amounts owing by the City to the undersigned (or any of them), charge interest at the default rate provided in the document evidencing the relevant indebtedness and exercise any one or more of the rights and remedies granted to the City by any agreement with the undersigned (or any of them) or given to it under applicable law. A copy of any notice sent to Borrower shall be sent to (A) Reinhart Boerner Van Deuren s.c., 1000 North Water Street, Suite 1700, Milwaukee, Wisconsin 53202, Attn: William R. Cummings; (B) RBC Tax Credit Equity, LLC, 600 Superior Avenue, Suite 2300, Cleveland, Ohio 44114, Attn: President and General Counsel; and (C) Nixon Peabody LLP, 100 Summer Street, Boston, Massachusetts 02110, Attn: Roger W. Holmes. This Note shall be non-recourse to Borrower in that Borrower shall have no company liability under the documents evidencing, governing, or securing the loan subject to this Note, and the City's only recourse for the satisfaction of the loan evidenced hereby and the performance of such obligations shall be the City's exercise of its rights and remedies with respect to the property secured by this Note. Notwithstanding anything herein to the contrary, RBC Tax Credit Equity, LLC shall have the right, but not the obligation, to cure any Default hereunder within the applicable cure period.

If this Note is signed by two or more parties (whether by all as makers or by one or more as an accommodation party or otherwise), the obligations and undertakings under this Note will be that of all and any two or more jointly and also of each severally. This Note will be binding the undersigned, and the undersigned's respective heirs, personal representatives, successors and assigns.

The undersigned waive(s) presentment, demand, protest, notice of dishonour, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices, and agree(s) that no extension or indulgence to the undersigned (or any of them) or release, substitution or nonenforcement of any security, or release or substitution of any of the undersigned, any guarantor or any other party, whether with or without notice, shall affect the obligations of any of

the undersigned. The undersigned waive(s) all defenses or right to discharge available under Section 3-605 of the Uniform Commercial Code (Wis. State. §403.605) and waive(s) all other suretyship defenses or right to discharge. The undersigned agree(s) that the City has the right to sell, assign, or grant participations, or any interest, in any or all of the indebtedness, and that, in connection with this right, but without limiting its ability to make other disclosures to the full extent allowable, the City may disclose all documents and information which the City now or later has relating to the undersigned or the indebtedness.

The undersigned agree(s) to reimburse the holder or owner of this Note for any and all costs and expenses (including without limit court costs, legal expenses and reasonable attorney fees) incurred in successfully collecting this Note upon the undersigned's failure to timely pay or incurred in any other matter or proceeding relating to this Note.

The undersigned acknowledge(s) and agree(s) that there are no contrary oral or written agreements establishing a term of this Note and agree(s) that the terms and conditions of this Note may not be amended, waived or modified except in a writing signed by an authorized representative of the City expressly stating that the writing constitutes an amendment, waiver or modification of the terms of this Note. As used in this Note, the word "undersigned" means, individually and collectively, each maker, accommodation party, endorser and other party signing this Note in a similar capacity. If any provision of this Note is unenforceable in whole or in part for any reason, the remaining provisions will continue to be effective. **THIS NOTE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.**

**THE UNDERSIGNED AND THE CITY EXPRESSLY WAIVE TRIAL BY JURY.**

This Note shall be non-recourse to Obligor in that Obligor shall have no corporate liability under the documents evidencing, governing, or securing the loan subject to this Note, and the City's only recourse for the satisfaction of the loan evidenced hereby and the performance of such obligations shall be the City's exercise of its rights and remedies with respect to the property secured by this Note.

Special conditions: The undersigned shall repay the Available Equity (up to the amount required to repay this Note in full) in the event of a Refinance of the Senior Mortgage Loan. As used in this paragraph "Senior Mortgage Loan" shall mean that certain loan by Citibank N.A. to be loaned to the undersigned and secured against the real property owned by the undersigned. "Refinance" means the repayment in full of the Senior Mortgage Loan, to the extent it is replaced by other debt. "Available Equity" shall mean the amount of a Refinance less (a) the outstanding balance of the Senior Mortgage Loan, (b) costs, fees, and expenses associated with the Refinance; and (c) the funding of any reserves or escrows required as a result of the Refinance.

This Fixed Rate Note is executed as of the date first set forth above.

Roosevelt School Apartments, LLC

By: Roosevelt School Apartments MM, LLC, its managing member

By: GEC Roosevelt, LLC, its manager

By: Gorman & Company, Inc., its manager

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SIGNATURE OF Gary J. Gorman, President

200 N. Main St.  
Oregon, WI 53575