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January 2, 2013

Jennifer Hall
Executive Director
Ann Arbor Housing Commission
727 Miller Avenue
Ann Arbor, MI 48103

Re: Rental Assistance Demonstration ("RAD") for East AMP and West AMP Projects in Ann Arbor

Dear Jennifer:

We appreciate the opportunity to represent the Ann Arbor Housing Commission ("AAHC") in connection with the RAD Developments for East AMP and West AMP Projects, a combined 382 unit affordable housing development located in Ann Arbor, Michigan. We have agreed that our present engagement is limited to performance of services related to this matter. Our normal conflict check did not reveal any conflicts so there does not appear to be any reason that Dykema may not accept this assignment.

I will have primary responsibility for the representation and will utilize other lawyers and legal specialists at the Firm as I believe appropriate in the circumstances. The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and legal specialists involved. For the pre-development legal assistance contemplated by this engagement, we will offer AAHC a 20% reduction in our regional rates and will bill on an hourly basis. We anticipate that the total billings will not exceed \$40,000.00. The scope of the legal assistance to be provided will involve those services outlined on Exhibit A. We anticipate working collaboratively with other lawyers and consultants involved in this project.

Given that the AAHC is a new client technically, we will require a retainer of ten percent (10%) of anticipated fees or Four Thousand Dollars (\$4,000.00), which is required in connection with commencing pre-development work on this matter. The financial terms of our representation are described in the enclosure entitled "How We Charge for Our Services and Expenses."

In addition to our legal fees, AAHC or the appropriate related entity will also be responsible for out-of-pocket expenses advanced by us on your behalf. These expenses may include, by way of example, filing fees, consulting and/or expert witness fees and expenses, travel costs, long



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example, filing fees, consulting and/or expert witness fees and expenses, travel costs, long distance telephone charges, telecopying charges, computer research terminal time and printing costs, photocopying, hand delivery and courier services, and extraordinary mailing charges. In circumstances where a single charge exceeds \$75, we may ask that the client pay those costs directly.

With respect to conflicts of interest issues, there are a few points that I would like to memorialize. This confirms that for purposes of this representation, and for present and future conflict of interest purposes, our client is AAHC, and not any of the respective managers, members, employees or agents, if any. To deal with future potential conflicts of interests with other clients and unrelated matters, part of our engagement agreement is that our representation of AAHC on this assignment will not prevent us from continuing to represent, or in the future undertaking to represent, existing or new clients in any matter that is not substantially related to our work under this particular engagement for AAHC, even if the interests of such clients in those other matters are directly adverse to AAHC or its affiliates. We agree that the confidences or secrets will never be used against AAHC, or disclosed to the individual lawyers handling a matter against AAHC. When appropriate, we will implement a "screening wall" procedure to ensure this separation. If the scope of this engagement should change in the future, we will address any changes to the foregoing in a subsequent letter agreement.

Each of us will have the option to end our relationship at any time, providing that our firm's fees and costs incurred prior to that time will remain your responsibility.

Our agreements with respect to this engagement are to be governed by the laws of Michigan, except to the extent that those laws would provide for the application of the law of another jurisdiction.

I apologize for the formalistic nature of this letter, but firm policy requires that we cover these bases. Please acknowledge that the foregoing accurately reflects the terms of our engagement by signing the enclosed copy of the letter and returning it to me. Thanks so much for thinking of us. I look forward to working with you on the project.

For future reference, if you cannot reach me at any time, my secretary is Peggy Hysick, whose number is 313/568-6811. If at any time you have questions concerning those terms or your account, you are welcome to call me (313/ 568-5322), or LaTunya Mann, my Billing Coordinator, at 313/568-6345.

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Please call me if you have any questions about our arrangement. We look forward to working with you on this matter.

Best regards,
DYKEMA GOSSETT/PLLC



Rochelle E. Lento

REL:mmh

AGREED TO:
ANN ARBOR HOUSING COMMISSION

By: _____
Jennifer Hall
Its: Development Manager



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Exhibit A
Scope of Pre-Development Legal Services
Ann Arbor Housing Commission

The services to be provided to Ann Arbor Housing Commission regarding the Rental Assistance Demonstration (RAD) for East AMP and West AMP Projects in Ann Arbor, MI. by Rochelle E. Lento, legal counsel shall include, but are not limited to:

I. CORPORATE STRUCTURING

- Follow-up with HUD legal counsel
- Structuring of the necessary limited partnership
- Filing Certificate of Limited Partnership
- Obtaining necessary EIN from the IRS

II. TITLE COMMITMENT REVIEW

- Review of updated title commitments on properties
- Advice on handling any title encumbrances
- Assist with documentation for MSHDA

III. REVIEW OF PROFESSIONAL CONTRACTS

- Review of Recap Consulting Contract
- Review of necessary contracts with all consultants for pre-development work, upon request
- Advice on form of Master Development Agreement with co-developer

IV. GENERAL ASSISTANCE AND ADVICE ON LIHTC APPLICATION

- Assistance with due diligence necessary for Low Income Housing Tax Credit (LIHTC) Application to MSHDA

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DykEMA

HOW WE CHARGE FOR OUR SERVICES AND EXPENSES

At Dykema we want each client relationship to be productive and satisfying for both parties. We believe one way to accomplish that goal is to explain at the outset the basis and manner in which we charge for our services and expenses.

Unless some other arrangement has been agreed upon with you, our practice is to submit monthly invoices for services and expenses. This ensures that you have a current understanding of charges and expenses incurred. The work we have performed on your behalf will be described in the monthly invoice. **Payment is due upon receipt.**

SERVICES

You will have an attorney who is responsible for your engagement with our firm. In addition to serving as your primary contact and either performing or overseeing all services provided for you, this attorney will review and approve each invoice you receive. The basis upon which we will charge for our services is subject to agreement between you and the Firm. In the absence of a specific agreement to the contrary, the primary factors in determining our fees include the time and effort required and the experience and skill of the person performing the work (reflected in hourly rates).

EXPENSES

At Dykema we make every effort to pass through third-party expenses with no mark-up and no surcharge for the cost of carrying the charge until payment is made by you. Filing fees, incorporation fees and similar expenses will appear on your bill at the amount actually disbursed by us on your behalf. At times these types of expenses may appear on your bill well after the work has been completed. This is a result of the Firm not receiving the invoices from the vendor in as timely a manner as the work was performed. You may be asked to pay directly certain larger expenses that are invoiced by third-parties for your account.

You also will be invoiced for expenses incurred in the course of providing legal service to you as set forth below:

1. **Copies and laser printing.** We charge 20¢ per page for regular black & white and 50¢ per page for regular color printed pages. We recognize that this rate may be more than per copy costs for routine jobs at some copy centers, but there are many benefits to you, such as efficiency and confidentiality, when we do the copying for you in-house. At your request and where appropriate, we will send materials to you for copying or send materials to outside vendors who will bill you directly.
2. **Scanning.** Each document scanned will be billed at a rate of 20¢ per page
3. **Telephone Charges.** Long-distance calls are billed at a per minute rate of 10¢ and international calls are billed at a per minute rate of 25¢, based on measured use. Cellular telephone calls are billed at the vendor's charge.
4. **Fax Charges.** We charge one dollar per page for outgoing faxes, and do not charge for the fax telephone call. We do not charge for incoming faxes.
5. **Computerized Legal Research and Document Retrieval.** We charge a discounted rate on all computerized legal research. For document retrieval (SEC edgar files), we charge a fee equal to the service provider's standard rate.
6. **Couriers.** The amount billed is the actual UPS, Federal Express, or other courier's charge. Should an in-house courier be used, the charge is comparable to that of the outside courier.
7. **Postage.** We do not charge for ordinary mailings under \$2.50.
8. **Word Processing Services.** We do not charge for ordinary use of word processing. Special desktop publishing services will be charged at \$15.00 per page.
9. **CD/DVD Requests.** Data copied and stored on this media is charged at a rate of \$5 per CD/DVD.
10. Dykema reserves the right to bill back annual fees and charges levied by 3rd party e-billing providers if e-billing is required by the client.

In certain circumstances, we receive and retain discounts from our third-party contractors based on our volume use of their services.

Our responsibility is to make sure that you receive a complete, accurate and fair invoice. We strongly encourage you to raise promptly with us any questions or comments you may have regarding any invoice. In return, we expect payment of our invoices promptly upon their receipt. We reserve the right to charge interest on all past due accounts. If your account is not kept current we reserve the right to terminate our representation, in accordance with applicable ethical rules. If collection proceedings are necessary, you agree to pay for our legal fees and expenses, including the time our attorneys are required to spend.

Dykema reserves the right to update how we charge for our services and expenses without notice.