RIDER

This Rider is hereby attached to and made a part of that certain WB-15 Commercial Offer to Purchase ("Offer") dated as of December 27, 2022, made by Crown Court Properties, Ltd. or its assigns ("Buyer") for the Property. If any term or provision of this Rider conflicts or is inconsistent with any term or provision in the pre-printed Offer, this Rider shall control.

1. Acceptance Date. The term "Acceptance Date," as used in the Offer, shall mean the date on which the party making the last offer or counter-offer receives an executed copy of the other party's acceptance of such offer or counter-offer.

2. Terms. Terms used but not defined herein shall have the meanings ascribed to them in the pre-printed Offer.

3. Personal Property Included in the Purchase Price. All tangible and intangible personal property owned by Seller as of the date hereof (or replacements therefore) and used in the operation of the Property is to be conveyed to Buyer at closing and is included in the Purchase Price, including, but not limited to, all stoves, refrigerators, microwaves, washing machines, clothes dryers, other appliances, window coverings, tools, heating, cooling, electrical, plumbing and other mechanical systems and equipment in, on or upon the Property, all of Seller's Documents set forth in Section 7.1 of this Rider and all intellectual property, including, but not limited to, the name "Greenspire Apartments" and the website and domain name used by Seller, if any, to market and promote the Property.

4. Board Approval. Buyer's obligation to conclude this transaction is contingent upon Buyer obtaining approval from its Board of Directors for the transaction contemplated herein within seven days (7) days following the Acceptance Date ("Board Approval Period"). If Buyer does not receive such approval from its Board of Directors prior to expiration of the Board Approval Period, Buyer shall promptly notify Seller within the Board Approval Period, and this Offer shall be deemed terminated, the Earnest Money shall immediately be returned to Buyer and Buyer shall have no further obligation or responsibility hereunder.

5. Seller Financing. Seller hereby commits to provide a loan to Buyer for Buyer's purchase of the Property on the terms set forth in this Section 5. Seller's loan to Buyer shall be evidenced by a promissory note (the "Note") in the principal amount of approximately Two Million Nine Hundred Fifty-Three Thousand Five Hundred Seventy-Eight and 00/100 Dollars ($2,953,578.00), which principal amount shall be amortized over a 35-year term and paid by no later than the date that is 35 years after the date of Closing. The annual interest rate on the Note shall be the applicable federal rate for the month of Closing for long-term obligations. Payments shall only be made from the Property's cash flow.

6. Contingencies. Buyer's obligation to conclude this transaction is contingent upon Buyer's satisfaction or waiver of the matters set forth below, all in form and substance satisfactory to Buyer, in Buyer's sole discretion.

6.1 Survey. Buyer obtaining, at Buyer's sole cost and expense and in form and substance satisfactory to Buyer, an ALTA/NSPS survey of the Property ("Survey") prepared by a registered land surveyor and certified to such parties as Buyer may

reasonably request. The Survey shall be sufficient to permit the removal of all survey exceptions from the title insurance commitment provided by Seller, and shall reveal no easements or other set back violations, encroachments or encumbrances that would adversely affect the current use of the Property and shall contain such additional information and certifications as are required by Buyer and Buyer's first mortgage lender.

6.2 Inspection. Buyer obtaining from Seller the Disclosed Defects List as set forth in Section 7.3 below and an inspection report from an inspector or inspectors of Buyer's choice which is satisfactory to Buyer, in Buyer's sole discretion, and Buyer determining that no defects or any violations of any applicable laws, rules or ordinances exist with respect to the structural, mechanical and other physical characteristics of the Property.

6.3 Environmental Conditions. Buyer obtaining, at Buyer's sole cost and expense, a Phase I environmental report, asbestos report and lead paint report from an environmental consultant or consultants of Buyer's choice (collectively, the "Environmental Report") which is satisfactory, in Buyer's sole discretion, and Buyer determining that the results of the Environmental Report, together with information derived from any other source, establish that, in Buyer's sole discretion, there are no environmental liabilities associated with ownership of the Property and that the Property is in compliance with all environmental laws. If the Environmental Report recommends a Phase II environmental report with subsurface testing and sampling, Buyer shall deliver a proposed scope of work consistent with the recommendation of the Environmental Report for Seller's approval. Seller shall either approve or disapprove such scope of work within ten (10) days of receipt. Seller's failure to timely respond shall be deemed to be Seller's approval of the scope of work and Buyer shall be permitted to perform the recommended Phase II environmental investigation at Buyer's sole cost and expense.

6.4 Title Encumbrances; Zoning. Buyer determining that any easements, restrictive covenants, restrictions, land use regulations, zoning regulations or other encumbrances affecting the Property will not adversely affect or restrict the current use of the Property.

6.5 Document Review. Buyer reviewing and approving each of the items required to be provided by Seller pursuant to Section 7.1 below.

6.6 Financing.

6.6.1 Buyer obtaining an unconditional commitment from a Lender of Buyer's choice for a first mortgage loan of not less than Three Million Seven Hundred Forty-Two Thousand and 00/100 Dollars ($3,742,000.00) amortized over a 35-year period with an 18-month loan term at an annual interest rate not to exceed 6.65% and having level monthly payments not to exceed Twenty-Two Thousand Nine Hundred Ninety-Five and 00/100 Dollars ($22,995.00).

6.6.2 Buyer receiving Rural Development ("RD") approval to assume and re-amortize the existing RD debt of approximately Two Million One Hundred Sixty-Six Thousand One Hundred Twenty-Two and 00/100 Dollars

($2,166,122.00) over a 50-year amortization period with a 30-year loan term at an effective annual interest rate not to exceed 1%, with no additional condition or requirement being added by RD with respect to such assumption.

6.6.3 Buyer applying to WHEDA by January 27, 2023 for a tax credit reservation of low income housing tax credits for the Property and receiving from WHEDA by June 1, 2023, a tax credit reservation in the amount of not less than One Million Dollars ($1,000,000.00) annually.

6.7 Sale of Tax Credits. Buyer obtaining, at Buyer's sole cost and expense, a commitment from a recognized tax credit syndicator or direct corporate purchaser ("Tax Credit Investor") to purchase the low income housing tax credits referenced in Section 6.6.3 above, for not less than $0.86 per credit upon such conditions as are reasonably acceptable to Buyer.

6.8 Transfer of Physical Assets. RD and the United States Department of Housing and Urban Development ("HUD") approving the transfer of the Property to Buyer in accordance with RD's and HUD's respective standard procedures.

6.9 Appraisal. Buyer obtaining, at Buyer's cost and expense, a MAI appraisal of the Property confirming the value of the Property in an amount not less than the Purchase Price set forth in the Offer.

6.10 Rental Increase Approval. Buyer applying for and receiving a rent increase from HUD of not less than Fifty Dollars ($50.00) per unit at the Property.

Buyer agrees to use its good faith efforts to make such inquiries, retain such consultants, make such applications and perform such acts as may be reasonably necessary or appropriate to enable Buyer to satisfy the above stated contingencies, provided that Buyer shall not be required to attempt to satisfy all contingencies simultaneously, but shall be entitled to attempt satisfaction of the contingencies in a sequential order established by Buyer. In the event any of the conditions set forth in this Offer are not satisfied or waived by Buyer by the three hundred sixty-fifth (365th) day following the Acceptance Date ("Contingency Period") or within the applicable Extension Period (as defined below), and Buyer does not in its opinion desire to close, Buyer shall promptly notify Seller within the Contingency Period or the applicable Extension Period, as the case may be, and this Offer shall be deemed terminated, the Earnest Money shall immediately be returned to Buyer and Buyer shall have no further obligation or responsibility hereunder. Prior to the expiration of the Contingency Period, Buyer shall have the right to extend the Contingency Period for two (2) additional periods of sixty (60) days each (each, an "Extension Period") by delivering to Seller written notice on or before the expiration of the initial Contingency Period or the first Extension Period, as applicable, of Buyer's election to extend the Contingency Period.

7. Seller's Obligations. Seller, at Seller's sole cost and expense, hereby covenants and agrees to perform the following:

7.1 Seller's Documents. Within twenty-one (21) days following the Acceptance Date, Seller shall deliver to Buyer the items set forth on Exhibit A, attached hereto and incorporated herein. In addition, Seller shall make available to Buyer for

inspection, examination and copying, at Seller's or Seller's agent's office, as applicable, the items set forth on Exhibit B, attached hereto and incorporated herein.

7.2 Title Insurance. Within ten (10) business days after the Acceptance Date, Seller shall furnish and deliver to Buyer for examination a commitment for a current ALTA 2021 Owner's Policy of Title Insurance from a title insurance company reasonably acceptable to Buyer in the amount of the purchase price which reflects that marketable fee simple title to the Property is vested in Seller and which names Buyer as the proposed insured. This title insurance commitment is to contain a complete legible copy of each easement, restriction, limitation or condition of title, which is referred to in it, and shall include proper searches covering bankruptcies, state and federal judgments, liens and levied and pending special assessments. Buyer shall have until twenty (20) days after receipt of this title insurance commitment to specifically object in writing to the condition of title. If any such objection is made, Seller shall have ten (10) days to correct the condition of title. If the condition of title is not acceptable to Buyer and Seller is not able to correct it within ten (10) days from the date of written objections thereto, this Offer shall, at the option of Buyer, be terminated, the Earnest Money shall promptly be returned to Buyer and Buyer shall have no further obligation or responsibility hereunder. If the Buyer's objections are to liens that may be removed by the payment of sums of money, Buyer may elect to take title to the Property pursuant to the terms of this Offer and discharge any such liens and deduct the same from the Purchase Price. The title insurance commitment must include a Gap Endorsement and the title insurance company must agree that the final Owner's Policy of title insurance will provide for extended coverage. Seller agrees to use its commercially reasonable efforts to satisfy promptly any objections to title raised by Buyer, but shall not be obligated to incur any costs or expenses (other than reasonable attorneys' fees and the payment of any liens or unpaid taxes and assessments) in doing so. At the time of closing, Seller shall pay the premium for the Owner's Policy of Title Insurance and the Gap Endorsement.

7.3 Defects of the Property. Within thirty (30) days after the Acceptance Date, Seller shall furnish and deliver to Buyer a list ("Disclosed Defects List") setting forth to Seller's knowledge all structural, non-structural, mechanical or other defects in the Property, including, without limitation, the roof or foundation, inadequacy for normal use of mechanical systems, sanitary disposal systems or water supply.

7.4 PILOT Agreement. Seller shall use its best efforts to cause the terms and conditions set forth in the existing Payment in Lieu of Taxes Agreement between Seller and the City of Stoughton for the Property (the "PILOT Agreement") to apply to the Property after the Closing of this transaction.

7.5 Cooperation. Seller agrees to cooperate with Buyer and use its good faith efforts to enable Buyer to satisfy all contingencies set for in this Offer.

8. Closing Requirements of Seller. At closing, Seller shall deliver to Buyer the following:

8.1 Bill of Sale (Building). The bill of sale described in Lines 341-349 of the pre-printed WB-15 Commercial Offer to Purchase to which this Rider is attached and

containing only those exceptions approved by Buyer after its review of and comment on the title insurance commitment.

8.2 Wisconsin Real Estate Transfer Tax Return. If required, at the time of closing, Seller shall sign a Wisconsin Real Estate Transfer Return and pay the Wisconsin real estate transfer taxes associated with the transaction contemplated by this Offer.

8.3 Bill of Sale (Personal Property). Bill of Sale conveying marketable title to the personal property described in Lines 14-18 of the pre-printed WB-15 Commercial Offer to Purchase to which this Rider is attached and in Section 3 of this Rider to Buyer free and clear of all liens, charges and encumbrances.

8.4 Assignment of Warranties. Assignment of any guarantees or warranties pertaining to the Property.

8.5 Assignment and Assumption of Leases. Assignment of the leases ("Leases") affecting the Property that extend beyond the closing date, together with all original leases and amendments thereto and all materials in each tenant file held by Seller. At closing, Buyer agrees to assume all of Seller's obligations under the Leases from the date of closing through the expiration or earlier termination of the Leases.

8.6 Assignment of Security Deposits. Assignment of any security deposits and/or prepaid rents held by Seller pursuant to the Leases.

8.7 Assignment and Transfer of Replacement Reserve Accounts. Assignment and transfer of the entire balance(s) in the Property's Replacement Reserve Account(s) having balance(s) on the date of closing of not less than the amount(s) required under the Regulatory Agreement(s) (the "Minimum Replacement Reserve Transfer Amounts"), and all necessary approvals of RD or HUD (as applicable) to such assignment and transfer.

8.8 Closing Statement. A closing statement which reflects the transaction provided for in this Offer and the following additional prorations:

8.8.1 Seller shall pay all utility charges, garbage collection and municipal charges to the date of the closing and shall cause final meter readings, where applicable to be taken as of such date.

8.8.2 General real estate taxes allocated to the Property for the current year, which are not delinquent, shall be prorated as of the date of closing. Such taxes will be reprorated within ten (10) days after the final tax bills are issued and adjusted between the parties as necessary with respect to each year for which a proration was made.

8.8.3 All water and sewer charges shall be prorated at closing.

8.8.4 Prepaid insurance premiums shall be prorated as of the date of closing if Buyer takes assignment of Seller's insurance.

8.8.5 All rents paid by tenants of the Property for the current month shall be prorated as of the date of closing.

8.8.6 All property owner's assessments and other private charges shall be prorated for the current period.

8.9 FIRPTA Affidavit. An Affidavit of Seller confirming that Seller is not a foreign person as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

8.10 Seller Documents. All items set forth on Exhibit C, attached hereto and incorporated herein.

8.11 Additional Documents. Such further documents as Buyer, or the title insurance company issuing the title insurance commitment described in Section 7.2 above shall reasonably request to effect the transactions contemplated by this Offer.

9. Representations and Warranties of Seller. To induce Buyer to execute, deliver and perform this Offer, Seller hereby represents and warrants to Buyer as follows:

9.1 Public Improvements. Seller has no notice or knowledge of any planned or commenced public improvement which may result in special assessments or otherwise materially affect the Property.

9.2 Required Alterations. Seller has no notice or knowledge of any government agency, tenant request or demand or court order requiring repair, alteration or correction of any existing condition of the Property.

9.3 Defects. Except for the Disclosed Defects List, Seller has no knowledge of any structural, non-structural, mechanical or other defect in the Property, including, without limitation, the roof or foundation, inadequacy for normal use of mechanical systems, sanitary disposal systems or water supply. To the Seller's knowledge, all such items are in good operating condition and repair and in compliance with all applicable governmental laws or regulations.

9.4 Litigation. There are no claims, causes of action or other litigation or proceedings pending or threatened in respect to the ownership or operation of the Property, including, without limitation, disputes of tenants, government authorities, prior owners, utilities, contractors, adjoining landowners or suppliers of goods and services.

9.5 Authority. Seller has full capacity, right, power and authority to execute, deliver and perform this Offer and all documents to be executed by Seller pursuant hereto and all required action therefor has been duly taken.

9.6 Code Compliance. To Seller's knowledge, the Property is in compliance with all applicable building codes and municipal and zoning ordinances.

9.7 Access. There is legal access to the Property from dedicated public roads sufficient for the normal use and operation of the Property and to insure vehicular and pedestrian ingress to and egress from the Property.

9.8 Utilities. To Seller's knowledge, all waste, sewer, gas, electric, telephone and drainage facilities required by law or by normal use and operation of the Property are adequate to serve the Property in its present use.

9.9 Binding Offer. This Offer constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms, neither the execution and delivery of this Offer nor the consummation of the transaction contemplated herein will constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, or will result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

9.10 Third Party Consent. The consent of no third party or governmental agency or authority (other than WHEDA, HUD or RD, as may be applicable) is required for the execution of this Offer by Seller and the consummation of the transaction contemplated herein.

9.11 Reassessment. Seller has no knowledge of any completed or pending reassessment of the Property for real estate tax purposes.

9.12 Smoke Detectors. Seller has no knowledge of any violation of applicable state or local smoke detector laws.

9.13 Infestation. Seller has no knowledge of any insect or animal infestation of the Property.

9.14 Health and Safety. Seller has no knowledge of any conditions constituting a significant health or safety hazard for occupants of the Property.

9.15 Storage Tanks. Seller has no knowledge of any underground or aboveground storage tanks on the Property or which were previously located on the Property.

9.16 RD Agreements. All RD and HUD Agreements are in full force and effect, no defaults exist pursuant to any RD or HUD Agreements and Seller does not know of any condition which with the passage of time or the giving of notice, or both, would constitute a default pursuant to any RD or HUD Agreements.

9.17 Environmental Laws. Seller has no knowledge of any violations of environmental laws or other laws or agreements regulating the use of the Property.

9.18 Other Conditions. Seller has no knowledge of any other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

The representations and warranties set forth in this Offer shall be continuing and shall be true and correct at the time of closing with the same force and effect as if made at that time. All representations and warranties shall survive the closing of this transaction and shall not be merged in the delivery and execution of the deeds or other instruments of conveyance called for in this Offer.

10. Seller's Covenants. From the date of this Offer through the date of closing Seller shall:

10.1 Maintenance and Maintenance Charges. Maintain the Property in a good, clean and sanitary condition without any deferred maintenance and shall pay in a timely fashion all bills and discharge all obligations arising by reason of Seller's ownership, operation and management of the Property as they become due;

10.2 Leases and Other Agreements. Continue to lease the Property in the ordinary course of business and, not, without obtaining the prior written consent of Buyer, terminate or modify any Lease (except with respect to Leases terminated or modified in the ordinary course of business), or any other agreement with respect to the Property;

10.3 Zoning. Not, without the prior written consent of Buyer, initiate or consent to the change in any zoning applicable to the Property or in any other governmental law, permit, license, ordinance or regulation applicable to the construction, use, occupation or operation of the Property; and

10.4 Insurance. Maintain adequate insurance on the buildings and all other improvements located on the Property for the full replacement cost thereof.

11. Access and Cooperation. Buyer and its designees, at any time after the Acceptance Date with reasonable notice to Seller, shall have the right to enter the Property, subject to the rights of tenants in possession, as many times as is reasonably necessary to conduct inspections, studies, tests, and investigations of the Property. Buyer agrees to repair any damage to the Property caused by such entry and shall return the Property to substantially the same condition as existed prior to such entries if this transaction does not close. Seller shall cooperate with Buyer in Buyer's exercise of its rights hereunder. Buyer shall, with respect to work performed by or on behalf of Buyer, indemnify Seller (except to the extent the following arises out of the gross negligence or willful misconduct of Seller or any tenant) against any and all expense, liability or damage arising out of (i) any mechanics liens filed against the Property; or (ii) the negligent or intentional acts of Buyer or its agents.

12. Notices. All notices, requests and other communications under this Offer shall be in writing and shall be deemed properly served if personally delivered; mailed postage prepaid, by registered or certified mail, return receipt requested; telecopied; or sent via overnight courier; addressed as follows:

If intended for Seller: Stoughton Housing Authority of the
City of Stoughton, Wisconsin
c/o Stoughton City Hall
Attn: David Ehlinger, Chair of Stoughton

Housing Authority
207 S. Forrest Street
Stoughton, WI 53589
E-mail: dehlinger@ci.stoughton.wi.us

If intended for Buyer: Crown Court Properties, Ltd.
Attn: Menachem Rapoport
2233 W. Mequon Road
Mequon, WI 53092
Fax: (262) 242-7711
E-mail: mrapoport@crowncourtproperties.com

With a copy to: Godfrey & Kahn, S.C.
Attn: Mark E. O'Neill
833 E. Michigan Street, Suite 1800
Milwaukee, WI 53202
E-mail: moneill@gklaw.com

Any such notice, if mailed as provided herein, shall be deemed to have been mailed, rendered, given or served on the date mailed and shall be deemed to have been received on the expiration of two business days after mailing. Any notice or communication personally delivered, telecopied or sent via overnight courier shall be deemed to have been given or served upon delivery thereof to the appropriate party.

13. Additional Provisions.

13.1 Successors and Assigns. Buyer shall have the right to assign this Offer without the consent of Seller. If Buyer assigns this Offer in accordance with this Section 13.1, the Buyer named herein shall be released of any and all liability or obligation arising out of this Offer and the assignee shall assume all such liabilities and obligations of Buyer under this Offer. All of the terms, covenants and conditions of the Offer shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13.2 Further Assurances. At closing, or thereafter if necessary, each party hereto shall, without cost or expense to the other party, execute and deliver to or cause to be executed and delivered to the other party, such further instruments of transfer and conveyance as may be reasonably requested, and take such other action as a party may reasonably require to carry out more effectively the transactions contemplated herein.

13.3 Counterparts; Email/Fax. This Offer and any counter-offer or amendment related thereto may be executed in counterparts and executed copies of any such documents which are transmitted electronically by email or by facsimile shall be binding on the party whose signature appears on such electronic copy.

13.4 Captions and Pronouns. The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever

the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

13.5 Provisions Severable. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

13.6 Binding Effect. This Agreement shall inure to the benefit of and the binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13.8 Independent Consideration. In the event Buyer terminates this Offer for reasons other than a default by Seller, Buyer shall nevertheless pay Seller One Hundred Dollars ($100.00) as independent consideration for this Offer.

14. Closing Date. The closing of this transaction shall occur on the later of (i) April 30, 2024 or (ii) the date that is three hundred sixty-five days after the date of the Carryover Allocation Agreement for low income housing tax credits received by Buyer relating to the Property.

15. Option to Ground Lease. Seller hereby grants to Buyer the option to ground lease the real property upon which the Property is situated, substantially pursuant to the terms and conditions as set forth on Exhibit D, attached hereto and incorporated herein.

16. Right of First Refusal. Buyer agrees to designate Seller as the holder of the right of first refusal for the Property upon such terms and conditions to be set forth in the operating agreement of Buyer's to-be-established ownership entity, all in accordance with Section 42(i)(7)(B) of the Internal Revenue Code of 1986.

[SIGNATURES ON FOLLOWING PAGE]

BUYER:

CROWN COURT PROPERTIES, LTD.

By:_____
Menachem Rapoport, Vice President

Accepted as of this ____ day
of _____, 202___.

SELLER:

STOUGHTON HOUSING AUTHORITY OF
THE CITY OF STOUGHTON, WISCONSIN

By:_____
Name:_____
Title:_____

[Signature Page to Rider]

EXHIBIT A

1. Copy of all contracts, elevator, trash, pest, lawn, snow, fire monitoring, cable, telephone, janitorial, elevator monitoring, etc.
2. Copy of inspections (boiler, fire alarm, emergency lights, elevator, sprinkler, fire extinguishers, etc.)
3. Site Phone Number
4. Most recent Real Estate Tax Bill and Receipt
5. Current Budget
6. Most recent complete audit
7. List of any existing incentives or concessions offered
8. All current lease files
9. Current Utility Allowance and copies of past two years
10. Monitoring Agency Letters and Responses past three years
11. Copy of current AFHMP
12. Service Agreements
13. List of accessible apartments
14. Current income limits and maximum rents in use
15. As-built Plans/Blueprints (pdf)
16. O&M Manuals
17. Copy of last three REAC Inspections
18. Vendor Contact List
19. Elevator Permits
20. Boiler Permits
21. Copy of Capital Needs Assessment

EXHIBIT B

1. Year to date Profit and Loss Statements (monthly)
2. Current Waiting List and Files
3. Parking and Storage List
4. Current Marketing documentation and advertising, including contracts and contacts
5. Copy of Original Market Study and most recent Market Study
6. Brochure/print collateral
7. Floor plans (digital)

EXHIBIT C

1. Rent Roll
2. Security Deposit Liability
3. Delinquency Report
4. Detailed Listing and outstanding Receivables
5. Rent Checks (endorsed to new owner/management agent)
6. List of residents on auto-payment
7. Security deposit account funds
8. Copies of most recent Utility Bills
9. Housing payments (if any)
10. Current Waiting List and Files
11. Parking and Storage List
12. Current Marketing documentation and advertising, including contracts and contacts
13. Property Photos
14. Copy of Original Market Study and most recent Market Study
15. Brochure/print collateral
16. Floor plans (digital)
17. Copy of 1st year files (pdf, on CD)
18. Vacated Tenant files – last three years
19. All In-Process Paperwork, including applications
20. Pending Evictions
21. Keys/Codes/Fobs (including masters)
22. Keying Schedule
23. Site Inventory List (Tools, Equipment)

24. Any outstanding work orders

25. All Warranty Information

EXHIBIT D

[See Attached Ground Lease]

GROUND LEASE

Between

STOUGHTON HOUSING AUTHORITY
OF THE CITY OF STOUGHTON, WISCONSIN

(Landlord)

And

CROWN COURT PROPERTIES, LTD. OR ITS ASSIGNS

(Tenant)

Premises: 924 Jackson Street
Stoughton, Wisconsin

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GROUND LEASE

THIS GROUND LEASE (this "Lease") is dated the ____ day of _____, 20__, by and between Stoughton Housing Authority of the City of Stoughton, Wisconsin, a Wisconsin body politic, having an office for the transaction of business at 207 S. Forrest Street, Stoughton, Wisconsin ("Landlord") and Crown Court Properties, Ltd., or assigns, a Wisconsin non-profit corporation, having an office for the transaction of business at 2233 W. Mequon Road, Mequon, Wisconsin ("Tenant").

W I T N E S S E T H :

A. Landlord is the owner of a tract of land in the City of Stoughton, State of Wisconsin, as more particularly described on Exhibit A attached hereto and made a part hereof by reference (the "Land").

B. Tenant desires to ground lease the Land from Landlord so that Tenant may rehabilitate, construct, develop and operate a multi-family housing project (collectively, the "Project").

In consideration of One Hundred Dollars ($100.00), other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

SECTION 1. Demised Premises. Commencing on the Commencement Date (as defined below), Landlord leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, the Land, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or appertaining thereto (collectively, the "Demised Premises").

SECTION 2. Term.

(a) The initial term of this Lease shall begin on the Commencement Date and end on the last day of the six hundred sixtieth (660th) full calendar month after the Commencement Date, unless sooner terminated or extended as herein provided.

(b) For purposes of this Lease, the term "Commencement Date" shall mean the date upon which Landlord delivers the Demised Premises to Tenant in order for Tenant to rehabilitate, construct, develop and operate the Project.

SECTION 3. Rent.

(a) Commencing on the Commencement Date, as defined below, Tenant covenants and agrees to pay Landlord for the Demised Premises, without offset or deduction, and without previous demand therefor, the annual base rent (the "Base Rent") in an amount equal to One Thousand Dollars ($1,000.00).

(b) Base Rent shall be payable by Tenant in arrears beginning on _____, 202___ and on the first day of each anniversary thereafter during the term of this Lease and each extension,

and shall be payable at the office of the Landlord first above set forth or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) days in advance. In the event the Commencement Date occurs on any day other than the first day of _____, the rent for such partial year shall be prorated accordingly.

(c) As hereinafter used, the term "rent" shall be deemed to include the Base Rent and the additional rent payable by Tenant to Landlord hereunder.

SECTION 4. Rent to be Net to Landlord. It is the intention of the parties that the Base Rent payable hereunder shall be net to Landlord, so that this Lease shall yield to Landlord the net Base Rent specified herein during the term of this Lease, and that all costs, expenses (including, without limitation, all insurance for and all maintenance, repairs and replacements to the Improvements (as defined below) and Demised Premises), and obligations of every kind and nature whatsoever relating to the Improvements and Demised Premises shall be paid by Tenant, except as may be expressly set forth to the contrary in this Lease.

SECTION 5. Use of Demised Premises

(a) The Demised Premises may be used for the development, use and occupancy of the Project, and as further set forth in Section 7 hereof. Tenant's use of the Demised Premises shall not be changed in any respect without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion.

(b) Tenant shall not use the Demised Premises or permit anything to be done in or about the Demised Premises which will violate any Laws now in force or which may hereafter be enacted or promulgated. Tenant shall not use or allow the Demised Premises to be used for any improper, immoral, unlawful or objectionable purpose or which could otherwise violate any recorded covenant or restriction affecting the Demised Premises. Tenant shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Demised Premises.

SECTION 6. Taxes and Utility Expenses.

(a) (1) Tenant shall, during the term of this Lease, as additional rent, pay and discharge punctually, as and when the same shall become due and payable, without penalty, all taxes (including, without limitation, real estate taxes), special and general assessments, water rents, sewer rents, rates and charges, levies, fines, penalties and assessments and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary (hereinafter referred to as "Taxes"), and each and every installment thereof which shall or may during the term of this Lease be levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Demised Premises or any part thereof, or any buildings, appurtenances, or equipment owned by Tenant thereon or therein or any part thereof, together with all interest and penalties thereon and all water rents, rates and charges, sewer rents and charges for water, heat, gas, electricity, light and power, and other service or services, furnished to the Demised Premises during the term of this Lease (hereinafter referred to as "Utility Expenses").

(2) All such Taxes which shall become payable during each of the calendar or fiscal tax years, as the case may be, in which the term of this Lease commences and terminates,

shall be apportioned pro rata between Landlord and Tenant in accordance with the respective portions of such year during which such term shall be in effect.

(b) Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the foregoing), provided that Tenant shall timely pay all such Taxes notwithstanding any such contest or review.

(c) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant upon Landlord's verification that Tenant has paid the most current installment of Taxes due. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord upon Landlord's verification that Tenant has paid the most current installment of Taxes due.

(d) Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, that are or may be imposed upon Landlord, its successors or assigns.

(e) This Section 6 shall be subject to any Payment in Lieu of Taxes Agreement between Tenant and the City of Stoughton notwithstanding anything to the contrary contained herein.

SECTION 7. Improvements, Repairs, Additions, Replacements.

(a) Landlord shall have no responsibility or liability to prepare the Demised Premises for Tenant's construction activities. Tenant shall construct, or cause to be constructed, all infrastructure improvements necessary for the operation of the Project, which infrastructure improvements shall include, but not be limited to, all driveways and curb cuts necessary for ingress and egress to the Demised Premises and storm water retention facilities for the Project.

(b) All building and site improvements comprising a part of the Project and any and all other building improvements and/or site improvements hereafter made to the Demised Premises by or on behalf of Tenant are collectively referred to herein as the "Improvements."

(c) Tenant shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear excepted), all buildings and improvements at any time erected on the Demised Premises and shall use all reasonable precaution to prevent waste, damage or injury.

(d) Tenant may, at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Demised Premises, and the buildings and improvements thereon, as it may deem desirable.

(e) Until the expiration or sooner termination of this Lease, subject, however, to the rights of the holder of any Leasehold Mortgage (as hereinafter defined) to obtain a new Lease as set forth herein, title to any building or buildings or improvements situated or erected on the Demised Premises and the building equipment and other items installed thereon and any alteration, change or addition thereto shall remain solely in Tenant; and Tenant alone shall be entitled to all tax attributes of ownership, including but not limited to, the rights to claim all low-income housing tax credits and to deduct all depreciation on Tenant's income tax returns for any such building or buildings, building equipment and/or other items, improvements, additions, changes or alterations.

(f) On the last day or sooner termination of the term of this Lease, Tenant shall quit and surrender the Demised Premises, and the buildings and permanent improvements then thereon, broom clean and in good condition and repair (ordinary wear and tear excepted), free and clear of all liens and encumbrances, except liens and encumbrances caused by Landlord or expressly permitted by Landlord; provided, however, Tenant shall have the right to sell the buildings and permanent improvements situated in the Demised Premises.

SECTION 8. Requirements of Public Authority.

(a) During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and City Governments and of all other governmental authorities affecting the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 8. In addition, Tenant shall obtain and keep, or cause to be obtained and kept, in force throughout the term of this Lease, all licenses, consents and permits required from time to time by any applicable laws, ordinances, requirements, orders, directives, rules and regulations to permit the Demised Premises to be used in accordance with this Lease.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant, or Landlord (if legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section 8, and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding provided that Tenant shall timely comply with, observe and/or pay any amounts due for failure to observe and/or comply with any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section 8 notwithstanding any such contest by Tenant.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

SECTION 9. Covenant Against Liens. If any construction lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Demised Premises, unless such lien, charge or order is caused by the act or neglect of Landlord or Landlord's agents, contractors or employees (but excluding any act undertaken by Landlord or Landlord's agents, contractors or employees in its or their capacity as a member, agent, contractor or employee of Tenant), Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from Landlord to Tenant of the filing thereof. Tenant shall promptly notify Landlord in writing if Tenant receives a notice of intent to file a lien, a claim for lien or any other correspondence or communication regarding a construction lien or other lien, charge or order for the payment of money filed or threatened to be filed against Landlord or any portion of the Demised Premises.

SECTION 10. Access to Demised Premises. Subject to the rights of any tenants, Landlord or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Demised Premises at all reasonable times, upon not less than seventy-two (72) hours prior notice, except in the case of an emergency, in which case Landlord shall endeavor to give Tenant notice as soon as reasonably practicable, to examine same. Landlord shall coordinate any such access upon the Demised Premises with Tenant and shall afford representatives of Tenant an opportunity to accompany Landlord or Landlord's agents and invitees during their entry upon the Demised Premises.

SECTION 11. Assignment and Subletting. Tenant may assign, pledge, mortgage or otherwise transfer or encumber this Lease or sublet any part or all of the Demised Premises

SECTION 12. Indemnity.

(a) Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises resulting from any act or acts or omission or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, or sublessees or resulting from the Improvements or their construction, repair, maintenance or replacement (including, without limitation, environmental liability). Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such suit or action arises from Landlord's intentional actions or negligence.

(b) Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sublessees, unless such damage or injury arises from Landlord's intentional actions or negligence.

SECTION 13. Insurance.

(a) Tenant shall provide at its expense, and keep in force during the term of this Lease, comprehensive general public liability insurance in a good and solvent insurance company or companies reasonably satisfactory to Landlord and licensed to do business in the State of Wisconsin having a single limit of not less than One Million Dollars ($1,000,000.00) and umbrella

coverage of at least Two Million Dollars ($2,000,000.00) or such greater amount as may then be reasonably required by Landlord or the holder of a Permitted Fee Mortgage. Such policy or policies shall name Landlord and the holder of any Permitted Fee Mortgage and Leasehold Mortgage as an additional insured.

(b) During the term of this Lease, Tenant shall keep all buildings and Improvements erected by Tenant on the Demised Premises at any time insured for the benefit of Landlord and Tenant and the holder of any such Permitted Fee Mortgage and Leasehold Mortgage as their respective interests may appear, against loss or damage by fire and customary extended coverage for the full replacement value of the Improvements. All such policies or certificates thereof, shall be held by the holder of any such Permitted Fee Mortgage and Leasehold Mortgage. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to such mortgagees, if any, or, if none, to Tenant. If any such proceeds are paid to such mortgagees, Tenant shall be entitled to receive the full amount thereof in accordance with the terms of such Permitted Fee Mortgage and Leasehold Mortgage and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord agrees, at Tenant's cost and expense, to cooperate fully with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same.

(c) Whenever any work shall be performed at the Demised Premises during the term of this Lease, Tenant or its agents shall obtain completed value builders' risk insurance when the estimated cost of the work in any one instance exceeds the sum of Five Hundred Thousand Dollars ($500,000.00).

(d) Any insurance required to be provided by Tenant pursuant to this Lease shall contain a clause that the insurer will not cancel or change the insurance coverage without at least thirty (30) days prior written notice to Landlord. A certificate of Tenant's insurers in form and substance satisfactory to Landlord evidencing such insurance shall be furnished to Landlord prior to the Commencement Date and at least thirty (30) days prior to the renewal date and at such other times as may be reasonably requested by Landlord. Landlord may at any time and from time to time inspect and/or copy any and all insurance policies required to be procured by Tenant under this Lease. Any insurance required to be provided by Tenant may be provided by blanket insurance covering the Demised Premises and other locations of Tenant (or its members) provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved and such blanket insurance is acceptable to any mortgagee.

SECTION 14. Waiver of Subrogation. Each party hereby expressly releases the other from liability it may have on account of any loss to the Demised Premises or contents of either, including, without limitation, personal property, trade fixtures, alterations, additions and leasehold improvements due to fire or any peril included in the coverage of any applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant

fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss.

SECTION 15. Destruction. In the event that, at any time during the term of this Lease, the Improvements on the Demised Premises shall be destroyed or damaged in whole or in part by fire or other cause, then, Tenant, at its own cost and expense, shall cause the same to be repaired, replaced or rebuilt in a reasonably prompt manner exercising all due diligence. For purposes of clarity, during such period of repair, replacement or rebuilding, all rent shall remain due and payable by Tenant to Landlord.

SECTION 16. Eminent Domain.

(a) If the whole of the Demised Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or a purchase by a governmental entity as the settlement of a proposed taking) of any portion of the Demised Premises on which Tenant has constructed in whole or in part Improvements and which makes restoration of the Improvements impracticable or the operation of such Improvements after restoration economically unfeasible, then Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date thirty (30) days after the date of such taking (or a purchase by a governmental entity as the settlement of a proposed taking), and upon the giving of such notice of termination the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease. In the event this Lease shall terminate or shall be terminated, the rental shall, if and when necessary, be adjusted to the day of the taking (or purchase) and neither party shall have any further rights or liabilities hereunder.

(b) In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of paragraph (a) of this Section 16 the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking and further agree, that the aggregate net award, after deducting from their respective distributions all expenses and costs, including attorneys' fees, incurred in connection therewith on a pro rata basis based on the amount of Landlord's and Tenant's respective distributions, payable to both Landlord and Tenant shall be paid to Landlord and Tenant (or if required, to any Permitted Fee Mortgagee and Leasehold Mortgagee) and distributed as follows:

(1) So much of such net award as is available for distribution shall first be paid to Landlord in an amount equal to Landlord's Share (as defined below) subject to the claim of any Permitted Fee Mortgagee to the extent of the then unpaid principal amount of any Permitted Fee Mortgage (but in any event such payment to a Permitted Fee Mortgagee shall not exceed Landlord's Share); and

(2) Then, the balance to Tenant.

The term "Landlord's Share," as used in this subparagraph (1), shall mean the Fair Market Value of the Landlord's interest in the Demised Premises (including Landlord's residual

interest in the Improvements but excluding Tenant's leasehold interest in the Improvements and excluding any land previously taken).

"Fair Market Value of Landlord's interest in the Demised Premises" shall be determined as follows:

(1) In the event of a taking, Landlord and Tenant shall meet within fifteen (15) days of such taking and in good faith attempt to agree upon the then fair market value of Landlord's interest in the Demised Premises (including Landlord's residual interest in the Improvements). If Landlord and Tenant are unable to agree upon the then current fair market value of Landlord's interest in the Demised Premises within thirty (30) days after the initial meeting, Landlord and Tenant shall each select an independent appraiser who is a member of the American Institute of Real Estate Appraisers with at least ten (10) years' experience appraising comparable real property to determine the fair market value of Landlord's interest in the Demised Premises, and advise the other in writing of the name of such appraiser within ten (10) days. Each party shall be responsible for paying the fees of the appraiser selected by it.

(2) The two appraisers so appointed shall be instructed to each prepare a written appraisal which will show the fair market value of Landlord's interest in the Demised Premises, assuming (for purposes of determining fair market value) there is a willing buyer and willing seller, neither under compulsion, assuming that this Lease remains in effect for a term of twenty (20) years, and assuming a cash sale within a six (6) month marketing period. Such appraisers shall notify both parties, simultaneously and in writing, of their determinations as described herein within thirty (30) days of their appointment. If the difference in the fair market value between the two appraisals is less than or equal to five percent (5%) of the lower appraisal, then the arithmetic average of the two appraisals shall be the fair market value of Landlord's interest in the Demised Premises and such determination shall be conclusive and binding upon the parties.

(3) If the difference in the fair market value between the two appraisals is more than five percent (5%), then within twenty (20) days after the date that the parties are notified of such appraisals, the two appraisers previously retained shall jointly appoint a third similarly qualified and experienced appraiser. If such two appraisers are unable to agree upon the appointment of a third appraiser within such twenty (20) day period, they will give written notice of such failure to agree to the parties, and thereafter, if the parties fail to agree upon the selection of a third appraiser within ten (10) additional days after they are so advised, then either party may make application to the then-acting chief judge of the circuit court for Dane County, Wisconsin, to designate or appoint such third appraiser. Each of the parties shall pay one-half (1/2) of the fees of the third appraiser.

(4) The third appraiser shall then be instructed as the initial two appraisers were previously instructed to prepare an appraisal showing the fair market value of Landlord's interest in the Demised Premises. The third appraiser shall notify both parties, simultaneously and in writing, of its determination as

described herein within thirty (30) days after his or her appointment, and (A) if the fair market value determined by the third appraiser is between the fair market values determined by the initial two appraisers, the fair market value determined by the third appraiser shall be the fair market value of Landlord's interest in the Demised Premises, and (B) if the fair market value determined by the third appraiser is either below or above both of the fair market values determined by the initial two appraisers, the arithmetic average of (i) the third appraiser's appraisal and (ii) the appraisal prepared by the first two appraisers that is closest to the third appraiser's, shall be the fair market value of Landlord's interest in the Demised Premises. Any such determination made pursuant to the provisions herein shall be conclusively binding upon the parties.

(c) (1) In the event of a taking (or purchase) not resulting in the termination of this Lease, pursuant to the provisions of paragraph (a) of this Section 16, Tenant shall, at its own cost and expense, make all repairs to the Improvements on the Demised Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase), provided, however, that Tenant shall not be obligated to expend an amount in excess of the portion of the net award distributed to Tenant for such purposes, as hereinafter provided.

(2) All compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase) shall be distributed in the same manner as is provided in subparagraphs (1) and (2) of paragraph (b) of this Section 16 except that Landlord's Share shall be reduced proportionately corresponding to the proportion of the total square footage of land of the Demised Premises so taken (or purchased); and except that all compensation for any temporary taking shall be distributed to Tenant without participation by Landlord. In any event, there shall be no abatement of rent as a result of any partial taking that does not result in a termination of this Lease.

SECTION 17. Permitted Fee Mortgage. (a) During the term of this Lease, Landlord shall have the right or power to mortgage or otherwise create a security interest affecting its fee interest in the Demised Premises, and to renew, modify, replace, consolidate, extend or refinance such mortgage (such mortgage, as the same may be renewed, modified, replaced, extended, consolidated or refinanced being hereinafter called "Permitted Fee Mortgage"), subject, however to the following:

(1) The holder of such Permitted Fee Mortgage shall not, in the exercise of any of its rights arising or which may arise therefrom, disturb or deprive Tenant in or of its possession or its right to possession of the Demised Premises, or of any part thereof under this Lease, or any right or privilege created for or inuring to the benefit of Tenant under this Lease or to any Leasehold Mortgagee(s) of Tenant's interest herein, provided that this Lease or any new lease contemplated by Section 18(f) hereof is then in full force and effect;

(2) In the event of a default under any such Permitted Fee Mortgage, and if this Lease shall, immediately prior to such default, be in full force and effect, then, and in such event, Tenant shall not be made a party in any action or proceeding to foreclose said Permitted Fee Mortgage, nor shall Tenant be evicted or removed or its or their possession or right of possession be disturbed or in any manner interfered with, and this Lease shall continue in full force and effect as a direct

lease from the holder of the Permitted Fee Mortgage or purchaser in foreclosure to Tenant under the terms and provisions of this Lease;

(3) Tenant and Landlord each covenant to execute and deliver, whenever required by the other, proper instruments evidencing the provisions of this Section;

(4) If Landlord shall fail or refuse to execute the documents referred to in subsection (a)(3) of this Section, Tenant shall be entitled to such remedies at law and/or in equity to which it may be entitled (including specific performance and declaratory judgment); and

(5) Each Permitted Fee Mortgage shall contain the following provisions, among others, in form satisfactory to Tenant:

(i) A provision, unless waived by Leasehold Mortgagee or Tenant, obligating the holder thereof to release insurance and condemnation proceeds in accordance with the provisions of this Lease; and

(ii) A provision, unless waived by Tenant, pursuant to which the holder of a Permitted Fee Mortgage shall grant the non-disturbance assurances and attornments required under this Lease to be given by Landlord to any subtenant of the Demised Premises.

(b) The term "Permitted Fee Mortgage," whenever used herein, shall include whatever security instruments are used in the locale of the Demised Premises, such as, without limitation, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code. The term "Permitted Fee Mortgage" whenever used herein, shall also include any instruments required in connection with a sale-leaseback transaction.

SECTION 18. Leasehold Mortgages. Tenant is hereby given the right by Landlord, without Landlord's prior written consent, to mortgage its interests in this Lease, or any part or parts thereof, upon the condition that all rights acquired under such leasehold mortgage(s) (each a "Leasehold Mortgage" and, collectively, the "Leasehold Mortgages") shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein. If Tenant shall mortgage its interests in this Lease, or any part or parts thereof, and if the holder(s) of such Leasehold Mortgage(s) shall, within thirty (30) days of its execution, send to Landlord a true copy thereof, together with written notice specifying the name and address of the Leasehold Mortgagee and the pertinent recording date with respect to such Leasehold Mortgage(s), Landlord agrees that so long as any such Leasehold Mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without the prior consent in writing of the Leasehold Mortgagee(s);

(b) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of such Leasehold Mortgage(s). The Leasehold Mortgagee(s) shall thereupon have the same period, after service of such notice upon it, to remedy

or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee(s) as if the same had been done by Tenant;

(c) Anything herein contained notwithstanding, while such Leasehold Mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Landlord, if any default shall occur which, pursuant to any provision of this Lease, entitles Landlord to terminate this Lease, and if before the expiration of ninety (90) days from the date of service of notice of termination upon such Leasehold Mortgagee(s) such Leasehold Mortgagee(s) shall have notified Landlord of its desire to nullify such notice and shall have paid to Landlord all rent and additional rent and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Lease, except as provided in paragraph (g) of this Section 18, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such event Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect;

(d) If the Landlord shall elect to terminate this Lease by reason of any default of Tenant, the Leasehold Mortgagee(s) shall not only have the right to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than one hundred eighty (180) days, provided that such Leasehold Mortgagee(s) shall cure or cause to be cured any then existing monetary defaults and meanwhile pay the rent, additional rent and comply with and perform all of the other terms, conditions and provisions of this Lease on Tenant's part to be complied with and performed, other than past non-monetary defaults, and provided further that the Leasehold Mortgagee(s) shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of said one hundred eighty (180) day period the Leasehold Mortgagee(s) shall be actively engaged in steps to acquire or sell Tenant's interest herein, the time of said Leasehold Mortgagee to comply with the provisions of this Section 18 shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity;

(e) Landlord agrees that the name of the Leasehold Mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and that the Leasehold Mortgage(s) or collateral document shall so provide;

(f) Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant other than for nonpayment of rent or additional rent and other payments herein provided for, that Landlord will enter into a new Lease of the Demised Premises with the Leasehold Mortgagee(s) or its nominee(s), for the remainder of the term, effective as of the date of such termination, at the rent and additional rent and upon the terms, provisions, covenants and agreements as herein contained and subject only to the same conditions of title as this Lease is subject to on the date of the execution hereof, and to the rights, if any, of any parties then in possession of any part of the Demised Premises, provided:

(1) Said Leasehold Mortgagee(s) or its nominee(s) shall make written request upon Landlord for such new Lease within thirty (30) days after the date of such termination and

such written request is accompanied by payment to Landlord of sums then due to Landlord under this Lease;

(2) Said Leasehold Mortgagee(s) or its nominee(s) shall pay to Landlord at the time of the execution and delivery of said new Lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to this Lease but for such termination, and in addition thereto, any expenses, including reasonable attorney's fees, to which Landlord shall have been subjected by reason of such default;

(3) Said Leasehold Mortgagee(s) or its nominee(s) shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under the terms of this Lease; and upon execution and delivery of such new Lease, any subleases which may have theretofore been assigned and transferred by Tenant to Landlord, as security under this Lease, shall thereupon be deemed to be held by Landlord as security for the performance of all of the obligations of tenant under the new lease;

(4) Landlord shall not warrant possession of the Demised Premises to tenant under the new Lease;

(5) Such new Lease shall be expressly made subject to the rights, if any, of Tenant under the terminated Lease;

(6) The tenant under such new Lease shall have the same right, title and interest in and to the buildings and improvements on the Demised Premises as Tenant had under the terminated Lease; and

(7) Said tenant's use of the Demised Premises shall be in accordance with Section 5 of this Lease.

(g) Nothing herein contained shall require the Leasehold Mortgagee(s) or its nominee(s) to cure any default of Tenant referred to in Section 20 hereof;

(h) The proceeds from any insurance policies or arising from a condemnation are to be held by any Leasehold Mortgagee(s) and distributed pursuant to the provisions of this Lease;

(i) The Leasehold Mortgagee(s) shall be given notice of any arbitration proceedings by the parties hereto, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that the Leasehold Mortgagee(s) shall receive notice of, and a copy of any award or decision made in said arbitration proceedings; and

(j) Landlord shall, upon request, execute, acknowledge and deliver to each Leasehold Mortgagee(s), an agreement prepared at the sole cost and expense of Tenant, in form and substance reasonably satisfactory to Landlord, among Landlord, Tenant and Leasehold Mortgagee(s), agreeing to all of the provisions of this Section 18.

SECTION 19. Quiet Enjoyment. Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by anyone.

SECTION 20. Defaults. The occurrence of any of the following shall constitute a default by Tenant hereunder:

(a) If Tenant shall fail to pay rent or any other amounts payable hereunder within thirty (30) days after written notice from Landlord to pay rent or any other amounts payable hereunder;

(b) If Tenant defaults in the prompt and full performance or observance of any other term, covenant, agreement or provision of this Lease (i.e., other than the failure to timely pay rent as set forth in Section 20(a) above or any default as set forth in Section 20(c) below), and, such default continues for sixty (60) business days after receipt of written notice of default from Landlord (provided, however, that if the nature of such default is such that the same is ultimately capable of being cured but cannot reasonably be cured within said sixty (60)-day period, said sixty (60)-day period shall be extended for such additional time, not to exceed one hundred eighty (180) days, as may reasonably be required for Tenant to cure such default provided Tenant promptly undertakes to cure such default and prosecutes the same to conclusion with reasonable diligence); or

(c) The occurrence of any of the events set forth in Section 21 hereof.

Upon the occurrence of any one or more defaults by Tenant, in addition to any and all remedies it may have in law and/or equity, Landlord may, without further notice to Tenant, recover possession of and reenter the Demised Premises without affecting Tenant's liability for past rent and other sums due or future rent and other sums to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorneys' fees incurred by Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Demised Premises and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Demised Premises. Further, at the election of Landlord, Landlord shall have the right to declare this Lease terminated and cancelled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other sums due and owing through the date of termination), so that Landlord may relet the Demised Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Demised Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation attorney fees, shall be payable to Landlord as additional rent due on demand.

No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Demised Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

SECTION 21. Bankruptcy and Insolvency. If, after the commencement of the term of this Lease:

(a) the Tenant then in possession of the Demised Premises or any guarantor of this Lease shall be adjudicated a bankrupt or adjudged to be insolvent and such finding has not been reversed within sixty (60) days;

(b) a receiver or trustee shall be appointed for the Tenant's property and affairs or any guarantor's of this Lease property and affairs and such appointment has not been revoked within sixty (60) days;

(c) the Tenant or any guarantor of this Lease shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or

(d) any execution or attachment shall be issued against the Tenant or any of the Tenant's property, or that of any guarantor of this Lease, whereby the Demised Premises or any building or buildings or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within one hundred and twenty (120) days after the issuance of the same; then, in any such event set forth in (a) – (d) above, a default under Section 20 shall be deemed to have occurred so that the provisions of Section 20 hereof shall become effective and Landlord shall have the rights and remedies provided for therein.

SECTION 22. Waivers. Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

SECTION 23. Limitation of Liability. Tenant confirms that Landlord has made no representations or promises with respect to the Demised Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations or promises not expressly stated in this Lease. It is specifically understood and agreed that there shall be absolutely no personal liability on the part of the members of Landlord and Tenant shall look solely to the Demised Premises and Landlord's interest in the Demised Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

SECTION 24. Force Majeure. In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, no event of force majeure shall excuse the payment of any monies due under this Lease and the financial inability of any party to perform its obligations hereunder shall not be excused by the provisions of this Section 24.

SECTION 25. Notices. All communications or notices required or permitted by this Lease shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) one business day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iv) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Section of a change of address:

If to Landlord:	Stoughton Housing Authority of the City of Stoughton, Wisconsin c/o Stoughton City Hall 207 S. Forrest Street Stoughton, WI 53589 Attn: David Ehlinger, Chair of Stoughton Housing Authority
If to Tenant:	c/o Crown Court Properties, Ltd. 2233 W. Mequon Road Mequon, WI 53092 Attn: Menachem Rapoport Vice President

SECTION 26. Certificates. Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request:

(a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;

(b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted;

(c) as to the existence of any default hereunder;

(d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party;

(e) as to the commencement and expiration dates of the term of this Lease; and

(f) as to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

SECTION 27. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Wisconsin.

SECTION 28. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 29. Short Form Lease. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this Lease, setting forth a description of the Demised Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may reasonably request.

SECTION 30. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner at the time of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

SECTION 31. Parties. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

SECTION 32. Definitions. Capitalized terms used throughout this Lease, to the extent not otherwise defined herein, shall have the meaning ascribed to such term in the Addendum attached hereto and incorporated herein by reference thereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD:

STOUGHTON HOUSING AUTHORITY OF THE CITY OF STOUGHTON, WISCONSIN

By:_____
Name: _____
Title: _____

TENANT:

CROWN COURT PROPERTIES, LTD., or assigns

By:_____
Menachem Rapoport, Vice President

[Signature Page to Ground Lease]

EXHIBIT A

LEGAL DESCRIPTION OF LAND

[*To be Inserted*]

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