

GROUND LEASE

This GROUND LEASE (the “**Lease**”) dated as of _____, 20____, is entered into between The Housing Authority of the City of Kaukauna (a/k/a Kaukauna Housing Authority), a Wisconsin body corporate and politic (“**Landlord**”) and Kaukauna RAD, LLC, a Wisconsin limited liability company (“**Tenant**”, and together with Landlord collectively referred to herein as the “**Parties**”).

WITNESSETH:

In consideration of the rents reserved and covenants made herein, the sufficiency of which is acknowledged, Landlord and Tenant, for themselves, their permitted successors and assigns, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. The following terms, as used in this Lease, shall have the meanings set forth below:

“**Additional Rent**” shall mean all amounts payable by Tenant under this Lease, other than Base Rent, and whether or not expressly designated as Additional Rent in this Lease.

“**Assignment**” shall mean the sale, exchange, assignment, or other disposition of all of Tenant's interest in this Lease and the leasehold estate created thereby, whether by operation of Law or otherwise.

“**Base Rent**” shall have the meaning set forth in Section 3.01 hereof.

“**Business Day**” shall mean any day that is not a Saturday, Sunday, or a day observed as a holiday by either the State or the Federal government.

“**CGL**” shall have the meaning set forth in Section 8.02 hereof.

“**Commencement Date**” shall mean the date hereof.

“**Control**” shall mean the ownership of more than fifty percent (50%) of the outstanding voting ownership interests of the Person in question or the power to direct the management of the Person in question.

“**Date of Taking**” shall mean the earlier of the date, pursuant to the provisions of applicable State or Federal Law, on which: (a) actual possession of all or part of the Premises, as the case may be, is acquired by the appropriate Governmental Authority; or (b) title to all or part of the Premises, as the case may be, is vested in the appropriate Governmental Authority.

“**Depository**” shall mean the Leasehold Mortgagee holding the Leasehold Mortgage having the highest priority. If there is no Leasehold Mortgagee, or if Leasehold Mortgagee

declines to act as Depository, then the Depository shall mean a savings bank, savings and loan association, commercial bank, or trust company designated by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed to serve as Depository pursuant to an agreement reasonably acceptable to Landlord and Tenant.

“Due Date” shall mean with respect to: (a) Base Rent and Additional Rent, the date on which such Base Rent or Additional Rent payment is due as provided in this Lease; and (b) any Imposition, the last date on which such Imposition can be paid without any fine, penalty, interest, or cost being added thereto or imposed by Law for the non-payment thereof.

“Effective Date” shall have the meaning set forth in the first paragraph of this Lease.

“Embargoed Person” shall have the meaning set forth in Section 25.02(a).

“Environmental Laws” shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

“Environmental Liabilities” shall mean any loss, cost, expense, claim, demand, liability, obligation, action, or other responsibility of whatever kind, based upon or required under Environmental Laws or otherwise relating to: (a) any environmental, health, or safety matter or condition (including, but not limited to, on-site or off-site pollution or contamination, the welfare, safety, and health of people at the Premises or elsewhere, and the regulation of chemical substances or products); (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands, responses, and remedial, investigative, or inspection costs and expenses arising under or caused by application of Environmental Laws (including, but not limited to, fees for attorneys, engineers, and other professionals); (c) financial responsibility under Environmental Laws for Remedial Action or for any damages to natural resources; or (d) any other Remedial Actions required under Environmental Laws.

“Executive Order” shall have the meaning set forth in Section 25.02(a) hereof.

“Expiration Date” shall mean the last day of the month in which occurs the seventy-fifth (75th) anniversary of the Commencement Date, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants or conditions of this Lease or pursuant to Law.

“Event of Default” shall have the meaning set forth in Section 12.01 hereof.

“Fee Mortgage” shall mean any financing obtained by Landlord, as evidenced by any mortgage, deed of trust, assignment of leases and rents, or other instruments, and secured by the fee ownership interest of Landlord in the Property, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancings, and consolidations thereof.

“Fee Mortgagee” shall mean the holder of a Fee Mortgage.

“Governmental Authority or Governmental Authorities” shall mean the United States of America, the State of Wisconsin, any political subdivision of any of the foregoing, and any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue.

“Hazardous Materials” shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

“Impositions” shall mean any and all: (a) property taxes of every kind and nature, including, without limitation, payments due under the PILOT Agreement; (b) property assessments (whether general, special, business improvement district, or otherwise); (c) personal property taxes; (d) occupancy and rent taxes; (e) water, water meter, sewer rents, rates, and charges; and (f) any and all other governmental levies, fees, rents, assessments, or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, and any interest or costs with respect thereto, which at any time during the Term are, or, if the Premises or any part thereof or the owner thereof were not exempt therefrom, would have been assessed, levied, confirmed, imposed upon, or would have become due and payable out of or in respect of, or would have been charged with respect to, the Premises (excluding any capital gains taxes imposed in connection with the execution of this Lease).

“Improvements” shall mean all buildings and other improvements now located, or hereafter erected, on the Land, together with all fixtures now or in the future installed or erected in or upon the Land.

“Indemnitees” shall have the meaning set forth in Section 9.01 hereof.

“Land” shall mean those certain parcels of land more particularly described on the attached Exhibit A.

“Land Value” shall mean, as of any date, the fair market value of the Land, as determined by Landlord. For purposes herein, the term “fair market value” is deemed to be the price that a willing buyer would offer, and a willing seller would accept, for all of seller's right, title, and interest in the Land, considered as encumbered by this Lease with all extension options exercised, unencumbered by any Fee Mortgage, vacant, and unimproved. If Tenant disputes Landlord's determination of fair market value, Tenant shall submit such dispute to arbitration.

“Law” or **“Laws”** shall mean any present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, codes and ordinances of any Governmental

Authorities, easement, covenant, restriction, or other agreement of record affecting the Premises as of the date of this Lease or subsequent thereto.

“Leasehold Mortgage” shall mean any loan financing obtained by Tenant, as evidenced by any mortgage, deed of trust, or other instrument and secured by Tenant's interest in this Lease and the leasehold estate created hereby, including any extensions, modifications, amendments, replacements, supplements, renewals, and refinancing, thereof.

“Leasehold Mortgagee” shall mean the holder of a Leasehold Mortgage.

“Legal Requirements” shall mean all requirements of Law.

“Liabilities” shall mean all losses, claims, suits, demand, costs, liabilities, and expenses, including reasonable attorneys' fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

“Mortgagee Lease” shall have the meaning set forth in Section 11.07 hereof.

“Patriot Act” shall have the meaning set forth in Section 25.02(a) hereof.

“Permitted Use” shall mean the use of the Premises in accordance with all applicable Laws for any lawful purpose, subject to the limitations contained in Section 25.14 of this Lease.

“Person” shall mean any individual, corporation, partnership, firm, or other legal entity.

“Personalty” shall mean all machinery, equipment, appliances, furniture, and any other personal property of any kind or description owned or leased by Tenant or a Subtenant and located on the Premises.

“PILOT Agreement” means that certain PILOT Agreement dated as of [_____, 2021] between Landlord and the City of Kaukauna relating to payments in lieu of taxes.

“Premises” shall mean the Land (together with any and all rights, privileges, easements, and appurtenances to the Land and any development rights) and the Improvements.

“Prevailing Party” shall have the meaning set forth in Section 25.04 hereof.

“Prohibited Person” shall have the meaning set forth in Section 25.02(a) hereof.

“Release” shall mean the release or threatened release of any Hazardous Materials into or upon or under or above any land, water, or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping.

“Remedial Action” shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

“Rent” shall mean Base Rent and Additional Rent.

“Rent Commencement Date” shall mean the Commencement Date.

“State” shall mean the State of Wisconsin.

“Subtenant” shall mean any tenant, subtenant, licensee, or other occupant of space in the Improvements (other than Tenant).

“Term” shall mean the term of this Lease commencing on the Commencement Date and ending on the Expiration Date.

“Transfer” shall mean any transaction or series of transactions (including any assignment, transfer, issuance, or redemption of any ownership interest, or any merger, consolidation, or dissolution) that results in a change of Control of Tenant or any Person or entity which directly or indirectly Controls Tenant.

“Transferee” shall have the meaning set forth in Section 10.01 hereof.

ARTICLE II LEASE OF PREMISES

Section 2.01 Lease of Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for a Term that shall commence on the Commencement Date and end on the Expiration Date, subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.

Section 2.02 Condition of Premises. Tenant has inspected the Premises and accepts possession of the Premises in its **“AS IS”** condition on the Commencement Date. Except as otherwise expressly provided in this Lease, Tenant has full responsibility for the repair, alteration, maintenance, and replacement of the Premises. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant is not relying upon, any warranties or representations regarding the Premises, except to the extent same are expressly set forth in the Lease.

ARTICLE III BASE RENT; RENT PAYABLE TO LANDLORD; NET LEASE

Section 3.01 Base Rent. Tenant covenants and agrees to pay base rent to Landlord in the following amounts and on the following dates, subject to the limitations described in Subsection (b), below (**“Base Rent”**):

(a) On the date hereof, Tenant shall pay to Landlord an initial payment of Base Rent in the amount of Four Hundred Forty Thousand Dollars (\$440,000.00).

(b) The balance of Base Rent shall be payable pursuant to that certain Promissory Note dated of even date herewith given by Tenant, as maker, and payable to the order of Landlord, in the original principal amount of \$4,200,000.00. Pursuant to said promissory note, payments thereunder shall be contingent upon the availability of

sufficient cash flow from the Premises. Sufficient cash flow shall be determined in accordance with the priorities set forth in [Section ____] of the Tenant's First Amended and Restated Operating Agreement as of even date herewith (the "Operating Agreement").

Section 3.02 Rent Payable to Landlord.

(a) Tenant shall pay to Landlord all Additional Rent that is payable to Landlord pursuant to the terms and conditions of this Lease within twenty (20) days after written demand therefore from Landlord, unless a different time is specified in this Lease.

(b) All Base Rent and Additional Rent (such Additional Rent that is due and owing to Landlord pursuant to the terms and conditions of this Lease) shall be paid: (i) by good check drawn on an account at a bank in currency that at the time of payment is legal tender for public and private debts in the United States of America, made payable to Landlord at Landlord's address set forth in Section 17.01 herein or to such other parties and at such other addresses as Landlord shall direct by notice to Tenant from time to time; (ii) if Landlord shall so direct (at any time upon not less than three (3) days' prior notice), by wire transfer of immediately available funds to an account at a bank designated in writing by Landlord; or (iii) by any other method reasonably designated in writing by Landlord or by Fee Mortgagee.

(c) If any installment of Base Rent (subject to the limitation on sufficient cash flow described in Section 3.01(b) above) or Additional Rent (such Additional Rent that is due and owing to Landlord) is not paid within twenty (20) days of the applicable Due Date, Tenant shall pay to Landlord, as Additional Rent, a late charge equal to twelve percent (12%) of the overdue amount to Landlord in order to defray the expenses incident to handling such delinquent payments. Such payment shall be in addition to, and not in lieu of, any other remedy Landlord may have.

Section 3.03 Net Lease. This Lease is an absolute net lease. Tenant shall pay as Additional Rent all expenses of every kind and nature whatsoever relating to or arising from the Premises, including Impositions, and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease.

ARTICLE IV PAYMENT OF IMPOSITIONS; REDUCTION OF ASSESSED VALUATION; UTILITIES

Section 4.01 Payment of Impositions.

(a) During the Term of this Lease, Tenant shall pay or shall cause to be paid all Impositions directly to the Governmental Authority charged with the collection thereof. Each Imposition, or installment thereof, during the Term shall be paid prior to the Due Date thereof. However, if, by Law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same in such

installments and shall be responsible for the payment of such installments only, together with applicable interest, if any, provided that all such installment payments together with applicable interest, if any, relating to periods prior to the Expiration Date shall be made prior to the Expiration Date. Tenant shall promptly notify Landlord if Tenant shall have elected to pay any such Imposition in installments.

(b) Tenant shall, within five (5) days following each Due Date, furnish to Landlord official receipts of the appropriate Governmental Authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of such Impositions.

(c) Tenant shall not be required to pay municipal, state, or federal income, gross receipts, inheritance, estate, succession, profit, capital, or transfer gains taxes of Landlord, or any corporate franchise tax imposed upon Landlord or any transfer or gains tax imposed on Landlord.

(d) Any Imposition relating to a period, a part of which is included within the Term and a part of which is included in a period of time before the Commencement Date or after the Expiration Date shall be apportioned between Landlord and Tenant as of the Commencement Date or Expiration Date (other than an Expiration Date arising by reason of Tenant's default), as the case may be, so that Tenant shall pay only that portion of such Imposition which that part of such fiscal period included in the period of time after the Commencement Date or before the Expiration Date bears to such fiscal period, and Landlord shall pay the remainder thereof.

(e) Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith, in which event, notwithstanding the provisions of this ARTICLE IV, payment of such Imposition shall be postponed if, and only as long as:

(i) neither the Premises nor any part thereof, or interest therein or any income therefrom (except to the extent covered by security deposited in accordance with this Section 4.01(e)) would by reason of such postponement or deferment, be, in the reasonable judgment of Landlord, in imminent danger of being forfeited or lost or subject to any lien, encumbrance, or charge, and neither Landlord nor Tenant would by reason thereof be subject to any civil or criminal liability;

(ii) Tenant shall have deposited with Depository cash or a letter of credit in a form and from an issuer reasonably satisfactory to Landlord in the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises or any part thereof in such proceedings, or such other security as shall be reasonably satisfactory to Landlord; and

(iii) no Event of Default has occurred and is continuing (in which event only Landlord may commence such proceedings but shall have no obligation to do so).

(f) Upon the termination of such proceedings, it shall be the obligation of Tenant to pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including reasonable attorneys' fees and disbursements), interest, penalties, or other liabilities in connection therewith. Upon such payment, Depository shall return, with interest, if any, any amount deposited with it as aforesaid; provided, however, that Depository at Tenant's request or upon Tenant's failure to do so in a timely manner, at Landlord's request, shall disburse said moneys on deposit with it directly to the Governmental Authority to whom such Imposition is payable and any remaining monies, with interest, if any, shall be returned promptly to Tenant.

(g) Landlord shall not be required to join in any proceedings referred to in this ARTICLE IV unless the provisions of any Law at the time in effect shall require that such proceedings be brought by or in the name of Landlord, in which event, Landlord shall join and reasonably cooperate in such proceedings or permit the same to be brought in its name but shall not be liable for the payment of any costs or expenses in connection with any such proceedings and Tenant shall reimburse Landlord for any and all costs or expenses which Landlord may reasonably sustain or incur in connection with any such proceedings, including reasonable attorneys' fees and disbursements.

(h) In the event that a Leasehold Mortgagee shall require Tenant to deposit funds with such Leasehold Mortgagee to ensure payment of Impositions, any amount so deposited by Tenant with such Leasehold Mortgagee shall be credited against the amount, if any, which Tenant would otherwise be required to deposit under this Section 4.01.

(i) If there shall be any refunds or rebates on account of any Impositions paid by Landlord or Tenant, such refund or rebate shall belong to the party that paid the Imposition.

Section 4.02 Reduction of Assessed Valuation. Subject to the provisions of any Leasehold Mortgage and the terms of the PILOT Agreement, Tenant may, at Tenant's sole cost and expense, endeavor from time to time to reduce the assessed valuation of the Premises for the purpose of reducing the Impositions payable by Tenant. Landlord agrees to offer no objection to such contest or proceeding and, at the request of Tenant, to reasonably cooperate with Tenant in pursuing such contest or proceeding, but without expense to Landlord. Tenant agrees to indemnify and hold Landlord harmless from all Liabilities arising by reason of or in connection with any such contest or proceeding. If all any part of an Imposition is refunded to either Landlord or Tenant (whether through cash payment or credit against Impositions), the party who paid the Imposition to which the refund relates shall be entitled to such refund to the extent such refund relates to any Imposition paid by such party.

ARTICLE V PERMITTED USE

Section 5.01 Permitted Use.

(a) Subject to all applicable Laws and this Lease, Tenant shall use the Premises only for the Permitted Use.

(b) Tenant shall not use or occupy, nor permit or suffer the Premises or any part thereof to be used or occupied for any unlawful, illegal, or extra hazardous business, use, or purpose, or in such manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of any Laws, or which may make void or voidable any insurance then in force on the Premises. Tenant shall take, immediately upon the discovery of any such unpermitted, unlawful, illegal, or extra hazardous use, all necessary actions, legal and equitable, to compel the discontinuance of such use.

ARTICLE VI OPERATION OF THE PREMISES

Section 6.01 Tenant's Operation of the Premises. Tenant will operate the Premises in accordance with all Laws governing the Premises and this Lease.

Section 6.02 Mechanics' Liens. Tenant shall keep the Premises and this Lease free from any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer.

Section 6.03 Utilities. Tenant shall obtain and pay for all utilities directly from and to the utilities and vendors serving the Premises, including fuel, gas, electric, water and sewer service, trash collection, telephone, and internet service.

Section 6.04 Ownership of Improvements & Premises. Notwithstanding anything to the contrary set forth herein, it is the intent of Landlord and Tenant for Federal income tax purposes, Tenant shall be the owner of the Improvements and Premises. All furniture, fixtures and equipment purchased by Tenant shall be owned by Tenant. During the Term, Tenant alone shall be entitled to all of the federal tax attributes of ownership of the Improvements and Premises and all furniture and other personal property owned or leased by Tenant, located at the Property and used in the operation of the Project acquired (or leased) by Tenant, including, without limitation, the right to claim depreciation or cost recovery deductions. The parties agree to treat this Lease in a manner consistent with this intention, including filing all federal income tax returns and other reports consistent with such treatment. The Landlord will not claim tax credits, depreciation or any other federal income tax benefits with respect to the Improvements, or take any action which is inconsistent with this provision.

ARTICLE VII MAINTENANCE, REPAIRS, AND ALTERATIONS

Section 7.01 Maintenance and Repair of the Premises. Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, keep and maintain the Premises and Improvements in good order and condition, ordinary wear and tear excepted. If Tenant fails to keep and maintain the Premises as required by this Lease, Landlord may (but shall not be required to) perform and satisfy same, and Tenant hereby agrees to reimburse Landlord, as Additional Rent, for the reasonable cost thereof promptly upon demand. Tenant shall not permit any material waste of the Premises. Tenant shall keep the entire Premises, including adjoining sidewalks, substantially free of any accumulation of dirt, rubbish, snow, and ice. Unless otherwise expressly provided in this Lease, Landlord is not required to maintain, repair, clean, alter, or improve the Premises, or to provide any services to the Premises.

Section 7.02 Alterations. Provided that no Event of Default has occurred and remains uncured under this Lease, Tenant may, at its sole cost and expense, alter, repair, modify, improve, remodel, restore, remove, raze, and demolish the Improvements from time to time as Tenant elects, in its sole and absolute discretion, any Improvements upon the Premises, provided that the foregoing: (a) are made in compliance with all Laws; (b) are completed in accordance with generally accepted construction standards; and (c) do not materially diminish the value of the Premises. Tenant shall not construct any new improvements on the Premises without first obtaining Landlord's written consent, which may be conditioned upon, without limitation: (i) Tenant providing to Landlord written evidence that Tenant has sufficient funds available to it to complete such construction; (ii) Landlord's review of the design, plans, and construction contracts relating to such construction; and (iii) Tenant providing to Landlord copies of all approvals required by all applicable Governmental Authorities.

ARTICLE VIII INSURANCE

Section 8.01 Insurance. It is the intent of the parties that all risk of loss for the Premises be shifted to insurance to the maximum extent practicable. Accordingly, unless Landlord otherwise agrees in its sole discretion, Tenant shall maintain, or cause to be maintained, insurance covering the risks enumerated below. The premiums for such insurance shall be paid by Tenant, except for the coverages set forth in Section 8.04 below, which will be the responsibility of the party providing such insurance coverage. The policy shall provide that: (a) such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Landlord to itself or its officers, officials, or employees; (b) such insurance shall not be altered or cancelled without thirty (30) days' written notice to Landlord; (c) such insurance shall name Landlord as an additional insured; (d) any Fee Mortgagee and Leasehold Mortgagee shall be named as: (i) a loss payee or mortgagee on Tenant's property damage insurance policy under a standard mortgagee clause; and (ii) an additional insured on Tenant's liability insurance policies. The insurance policies purchased by Tenant must be issued by a company authorized to conduct business in the State or by a company acceptable to the Landlord and which has a rating of A- or better by A.M. Best.

Section 8.02 Property/Business Interruption. Tenant shall, at its sole cost and expense throughout the entire Term of this Lease:

(a) Keep the Improvements insured against loss or damage by fire, windstorm, flood, earthquake, and such other, further and additional risks as now are or hereafter may be covered by the ISO special cause of loss form in an amount equal to the full replacement cost of the Improvements from time to time; and

(b) Maintain business interruption insurance covering loss of revenues or other income by Tenant by reason of total or partial suspension of, or interruption in, the operation of the Premises and/or Improvements caused by damage or destruction in an amount sufficient to meet rent payments and other recurring payments under this Lease.

Section 8.03 Public Liability. At all times during the Term of this Lease, Tenant shall maintain a primary commercial general liability insurance (“CGL”) policy covering all claims for bodily injury, personal injury (naming Landlord as an additional insured) and property damage, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The policy or policies must be on an “occurrence” basis unless waived by the Landlord. The CGL policy shall include contractual liability coverage, which shall be endorsed to state that indemnity obligations specified in this Lease are insured by the carrier.

Section 8.04 Delivery of Insurance Certificates. Upon the commencement of this Lease and at each policy renewal date, Tenant shall furnish to Landlord, any Fee Mortgagee, and any Leasehold Mortgagee, at the addresses set forth in Section 17.01 of this Lease, insurance certificates or renewal certificates or, if requested by Landlord, Fee Mortgagee, or Leasehold Mortgagee, certified copies of policies, evidencing all insurance required to be carried by Tenant in accordance with the Lease. Such certificates or policies shall name Landlord as an insured and shall name any Fee Mortgagee and Leasehold Mortgagee as mortgagee and loss payee, in accordance with the requirements contained in this ARTICLE VIII. The insurance certificate or policies, as applicable, must document that the liability insurance coverage purchased by the Tenant includes contractual liability coverage to insure the indemnity agreement as stated.

Section 8.05 Insurance Requirements for Subtenants and Contractors. Tenant also shall require the Persons described below to carry the following insurance:

(a) Tenant shall require all its Subtenants to:

(i) maintain customary insurance required of tenants in similar properties;

(ii) include Landlord and Tenant as additional insureds on their commercial general liability policies (or equivalent policies);

(iii) obtain a waiver of subrogation endorsement in all policies in favor of Landlord and Tenant; and

(iv) include any Fee Mortgagee and Leasehold Mortgagee as: (A) a loss payee or mortgagee on each Subtenant's property damage insurance policy under a standard mortgagee clause; and (B) an additional insured on each Subtenant's liability insurance policies.

(b) Tenant shall require all its Subtenants' contractors, subcontractors, design-builders, construction managers, consultants, and other entities providing services, materials, or labor to all or any portion of the Premises to:

(i) include Landlord and Tenant as additional insureds in their commercial general liability policies; and

(ii) obtain a waiver of subrogation endorsement in all policies in favor of Landlord and Tenant.

ARTICLE IX INDEMNIFICATION

Section 9.01 Indemnification. Tenant hereby releases and agrees to indemnify and hold harmless Landlord and all of its trustees, officers, employees, directors, agents, and consultants (hereinafter collectively referred to as the “**Indemnitees**”) of and from any and all claims, demands, liabilities, losses, costs, or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Lease, due to any negligent or intentional act or omission on the part of Tenant, its agents, employees, or others working at the direction of Tenant or on its behalf, or due to the application or violation of any pertinent Federal, State, or local Laws except for the gross negligence or intentional misconduct of the Indemnitees. In case any action or proceeding is brought against Landlord by reason of any claim mentioned in this ARTICLE IX, Tenant, upon notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding in Landlord's name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, or otherwise by counsel approved by Landlord. Landlord agrees to give Tenant prompt notice of any such claim or proceeding. This indemnification is binding on the successors and assigns of the Tenant, and this indemnification survives the expiration or earlier termination of the Lease, or the dissolution or, to the extent allowed by Law, the bankruptcy of Tenant. This indemnification does not extend beyond the scope of this Lease, and does not extend to claims exclusively between the undersigned parties arising from the terms, or regarding the interpretation of, this Lease.

ARTICLE X ASSIGNMENT; SUBLEASE; NON-DISTURBANCE

Section 10.01 Assignment, Transfer. Provided that no Event of Default has occurred and remains uncured under this Lease, Tenant shall have the right, subject to the applicable provisions of this ARTICLE X, without the consent of Landlord, to enter into an Assignment or Transfer with a Person (hereinafter called the “**Transferee**”) provided that: (a) the Transferee is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding; and (b) the Transferee assumes all of Tenant's obligations under this Lease thereafter arising and

Landlord is provided with a fully executed copy of the assignment and assumption agreement. Tenant will give Landlord written notice of any proposed Assignment or Transfer at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed Transferee, and a copy of the proposed assignment and assumption agreement (which shall include an acknowledgment that following said Assignment or Transfer, Tenant will remain fully responsible for all obligations under this Lease). If Tenant's interest in this Lease is assigned in violation of the provisions of this ARTICLE X, such Assignment shall be void and of no force and effect against Landlord. Neither any Assignment, Transfer, nor any subleasing, occupancy, or use of the Premises or any part thereof by any Person, nor any collection of Rent by Landlord from any Person other than Tenant, nor any application of any such Rent shall, in any circumstances, relieve Tenant of its obligations under this Lease on Tenant's part to be observed and performed.

Section 10.02 Subleases.

(a) Tenant shall have the right, subject to the applicable provisions of this ARTICLE X, without the consent of Landlord, to enter into Subleases with any Person who is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding at the commencement of the Sublease term for the use permitted by this Lease.

(b) Tenant shall not, without Landlord's prior written consent, amend or modify any Sublease in a manner which would cause such Sublease (as amended or modified) to violate the provisions of this ARTICLE X and Tenant shall deliver to Landlord, or shall cause to be delivered to Landlord, within ten (10) Business Days after the full execution and delivery thereof, a true and complete copy of any executed Sublease or any material amendment and modification thereto.

Section 10.03 Copies to Landlord. Tenant shall deliver to Landlord, or shall cause to be delivered to Landlord, within ten (10) Business Days after the effective date of an Assignment, a fully executed copy of the instrument of assignment and assumption.

Section 10.04 Assignment to Leasehold Mortgagee. Any other provisions of this Lease to the contrary notwithstanding, Tenant, and its permitted successors and assigns, shall have the right to Transfer this Lease or any interest herein or any right or privilege appurtenant hereto which Tenant desires to Transfer to a Leasehold Mortgagee, to the extent permitted in ARTICLE XI of this Lease. Landlord agrees to recognize any Leasehold Mortgagee as Tenant for the performance of all duties and obligations arising due to the interest of this Lease being so Transferred; provided, however, it is hereby agreed and acknowledged by Landlord and Tenant that Tenant and its permitted successors and assigns shall not be relieved of its liability for the performance of such duties or obligations by any such Transfer.

ARTICLE XI FEE MORTGAGES; LEASEHOLD MORTGAGES

Section 11.01 Fee Mortgages. Landlord may mortgage its fee interest in the Premises subject to the provisions of Section 11.10 of this Lease.

Section 11.02 Mortgaging of the Leasehold. Tenant, and every permitted successor and assign of Tenant, shall have the right to encumber its interest in this Lease without Landlord's prior consent, provided that: (a) no Event of Default has occurred and remains uncured under this Lease; and (b) all rights acquired under the Leasehold Mortgage shall be subject to each of the provisions set forth in this Lease and to all rights and interests of the Landlord therein.

Section 11.03 Consent to Amendment. There shall be no cancellation, surrender, modification, or amendment to this Lease by Landlord or Tenant without the prior written consent of Leasehold Mortgagee. Notwithstanding the foregoing (but, in any event, subject to Leasehold Mortgagee's curative rights set forth in Section 11.06 and Section 11.07 hereof), nothing herein shall be deemed to prohibit Landlord from terminating this Lease in accordance with its terms. There shall be no material modification in the Leasehold Mortgage or related documentation without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 11.04 Notices to Leasehold Mortgagees. Landlord, upon serving Tenant with any notice of default or termination, shall simultaneously serve a copy of such notice on Leasehold Mortgagee. The Leasehold Mortgagee shall then have the same period of time after service of the notice on it as was given to the Tenant under this Lease to remedy or cause to be remedied Tenant's default under this Lease, and Landlord shall accept performances by, or at the instigation of, Leasehold Mortgagee as if it had been done by Tenant. Any notice required to be given to Leasehold Mortgagee shall be provided as set forth in ARTICLE XVII of this Lease.

Section 11.05 Curative Rights of Leasehold Mortgagees. In addition to the rights granted to Leasehold Mortgagee under Section 11.04 hereof, Leasehold Mortgagee shall have an additional period of forty-five (45) days to remedy or cause to be remedied any default of which it receives notice.

Section 11.06 Limitation Upon Termination Rights of Landlord. If Landlord shall elect to terminate this Lease by reason of any default of Tenant, Leasehold Mortgagee shall also have the right to postpone and extend the date of termination as fixed by the provisions of this Lease for a period of not more than thirty (30) days from the expiration of the forty-five (45) day period specified in Section 11.05 hereof. If at the end of such period, Leasehold Mortgagee shall be actively engaged in steps to acquire Tenant's interest in the Lease, the time for Leasehold Mortgagee to comply with the provisions of this Section 11.06 shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity. In no event shall Leasehold Mortgagee have any obligation to cure any default of Tenant under this Lease.

Section 11.07 Mortgagee Lease. Landlord agrees that in the event of a termination of this Lease by reason of any default by Tenant, or if Tenant rejects the Lease in a bankruptcy proceeding, and subject to the rights herein granted to Leasehold Mortgagee, Landlord will enter into a lease (the "**Mortgagee Lease**") of the Premises with the Leasehold Mortgagee for the remainder of the Term effective as of the date of termination, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Lease, provided:

(a) Leasehold Mortgagee shall make written request upon Landlord for the execution of such a Mortgagee Lease within ten (10) days after the date of termination and shall, within ten (10) days after its receipt from Landlord of a written statement of all sums then due to Landlord under this Lease, pay to Landlord all such sums (with the exception of sums due by reason of Tenant's indemnification obligations set forth in Section 9.01).

(b) Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on Tenant's part to be performed during such period of time commencing with the date of the execution of the Mortgagee Lease and terminating upon the expiration or earlier termination of the Mortgagee Lease or the abandonment or surrender of possession of the Premises under the Mortgagee Lease.

(c) Leasehold Mortgagee, as Tenant under the Mortgagee Lease, shall have the same right, title, and interest in and to the Premises, the right to use the Improvements thereon as Tenant had under this Lease.

Section 11.08 Agreement Between Landlord and Leasehold Mortgagee. Landlord, upon request, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, by and among Landlord, Tenant, and Leasehold Mortgagee (provided the same has been previously executed by Tenant and Leasehold Mortgagee) agreeing to all the provisions of this ARTICLE XI, in form and substance reasonably satisfactory to Leasehold Mortgagee and Landlord.

Section 11.09 No Merger. So long as any Leasehold Mortgage remains outstanding, the fee title and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the Landlord or the Tenant or a third party, by purchase or otherwise.

ARTICLE XII DEFAULT; REMEDIES

Section 12.01 Events of Default. Each of the following events shall be an event of default (“Event of Default”):

(a) If Tenant shall fail to pay any item of Rent, or any part thereof, when the same shall become due and payable and such failure shall continue for thirty (30) days after notice from Landlord to Tenant.

(b) If Tenant shall fail to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Lease, and such failure shall continue for a period of sixty (60) days after notice thereof by Landlord to Tenant specifying such failure; provided, however, that if the nature of Tenant's default is such that more than sixty (60) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such sixty (60) day period and thereafter diligently pursues such cure to completion.

(c) If Tenant shall make an assignment for the benefit of creditors.

(d) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors.

Upon the occurrence of an Event of Default, Landlord may, at its option, give notice to Tenant of the termination of this Lease and, upon such notice, this Lease, the Term, and subject to the rights of Leasehold Mortgagee contained in this Lease, Tenant's estate shall terminate (whether or not the Commencement Date shall have occurred) and shall end with the same force and effect as if that day were the day fixed for the expiration of this Lease. Notwithstanding the foregoing, Tenant shall remain liable for any damages as provided in this Lease and Landlord may enforce any of the remedies provided in Section 12.02.

Section 12.02 Remedies. If this Lease is terminated pursuant to Section 12.01, or if Landlord reenters or obtains possession of the Premises by summary proceedings or any other legal action or proceeding or by any other legal act (without liability or obligation to Tenant or any Subtenant or any other occupant of the Premises), all the following provisions shall apply:

(a) Tenant shall immediately vacate and surrender the Premises to Landlord in good order, condition, and repair, reasonable wear and tear and damage that Tenant is not obligated under the terms of this Lease to repair excepted.

(b) Tenant shall promptly pay to Landlord all Rent payable to the date on which this Lease is terminated or the date on which Landlord reenters or obtains possession of the Premises.

(c) Tenant shall be liable for and shall pay to Landlord, as damages, any deficiency between the Rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting for any part of such period (first deducting from the rents collected under any such reletting all of the payments to which Landlord is entitled pursuant to Section 12.02(d)).

(d) Landlord may: (i) repair and alter the Premises in such manner as Landlord may deem reasonably necessary or advisable (and may apply to the foregoing all funds, if any, then held by Depository pursuant to this Lease without relieving Tenant of any liability under this Lease or otherwise affecting any such liability); (ii) let or relet the Premises or any parts thereof for the whole or any part of the remainder of the Term or for a longer period, in Landlord's name or as agent of Tenant, and out of any rent and other sums collected or received as a result of such reletting Landlord shall: (A) first, pay to itself the reasonable cost and expense of terminating this Lease, re-entering, retaking, repossessing, completing construction, and repairing or altering the Premises, or any part thereof, and the cost and expense of removing all persons and property therefrom, including in such costs brokerage commissions, legal expenses, and reasonable attorneys' fees and disbursements; (B) second, pay to itself the reasonable cost and expense sustained in securing any new tenants and other occupants, including in such costs brokerage commissions, legal expenses, and reasonable attorneys' fees and disbursements and other expenses of preparing the Premises for reletting, and, if Landlord shall maintain and operate the Premises, the reasonable cost and expense of operating and maintaining

the Premises; and (C) third, pay to itself any balance remaining on account of the liability of Tenant to Landlord. Landlord in no way shall be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due on any such reletting, and no such failure to relet or to collect rent shall operate to relieve Tenant of any liability under this Lease or to otherwise affect any such liability. Notwithstanding the foregoing, Landlord shall have no duty or obligation whatsoever to relet all or any portion of the Premises or to mitigate its damages hereunder.

(e) Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by Tenant of the applicable provisions of this Lease or to recover damages for breach thereof. Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE XIII EXPIRATION OR TERMINATION

Section 13.01 Extinguishment of Tenant's Rights. Upon the termination or expiration of this Lease from any cause, all rights and interests of Tenant, and all persons whomsoever claiming by, through, or under Tenant (with the exception of the rights of Leasehold Mortgagees arising under ARTICLE XI and the rights of Landlord arising under Section 12.02), shall immediately cease and terminate, and the Premises and all Improvements located thereon shall thence forward constitute and belong to and be the absolute property of Landlord or Landlord's successors and assigns, without further act or conveyance, and without liability to make such compensation to Tenant or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim, and charge of any character created or attempted to be created by Tenant at any time. Tenant agrees, at the termination of this Lease, to surrender unto Landlord, all and singular the Premises with any then-existing Improvements located thereon in such condition as is required under this Lease.

Section 13.02 Prepaid Items Assigned. Upon the expiration of the Term of this Lease, or upon the prior termination of this Lease from any cause, all expense items prepaid by Tenant with respect to operating, maintaining, and protecting the Premises, including, but not limited to, prepaid insurance premiums, any tax and utility deposits, shall inure to the benefit of and become the property of Landlord, and to this extent Tenant does hereby transfer, assign, and convey any such prepaid expense items to Landlord.

ARTICLE XIV DAMAGE AND DESTRUCTION

Section 14.01 Damage and Destruction. If the Premises and other Improvements, or any portion thereof, on the Premises are damaged or destroyed by fire or other casualty, unless Tenant elects to terminate this Lease as provided below in this Section 14.01, Tenant may, but shall not be required to, alter, repair, modify, improve, remodel, restore, remove, replace, raze, demolish, destroy, and reconstruct the damaged or destroyed Improvements as Tenant may elect in its sole and absolute discretion, but subject in all respects to the provisions of Section 7.02 of this Lease. In the event Tenant chooses not to elect to terminate this Lease, Base Rent and real property taxes shall not abate. If the cost to repair, restore or replace such damaged or destroyed Improvements exceeds thirty percent (30%) of the then replacement value of the entire Improvements, and if the damage or destruction occurs within the last five (5) year of the Term, Tenant may, to be evidenced by written notice to Landlord within sixty (60) days after the occurrence of such damage or destruction, elect to terminate this Lease effective as of the date of the damage or destruction. Tenant shall be entitled to all proceeds of insurance on policies covering such damage or destruction. If Tenant elects to terminate this Lease pursuant to this Section 14.01, Tenant shall, at its expense, either leave the remaining undamaged portion of the Improvements as is on the Land or demolish such remaining undamaged portion of the Improvements and remove all debris thereof from the Land, and the parties shall thereafter be released from any further liability under this Lease; provided, however, any and all Base Rent or other charges paid by Tenant for the period after the date of the occurrence of such damage or destruction, shall be promptly refunded to Tenant by Landlord. For the avoidance of doubt, Landlord shall not be entitled to any insurance proceeds awarded insofar as such amounts relate to the Improvements, Personalty, or otherwise in connection with Tenant's or a Subtenant's loss of profits or relocation expenses.

ARTICLE XV CONDEMNATION

Section 15.01 Total Taking.

(a) If all or substantially all the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation, eminent domain, or by agreement among Landlord, Tenant, and those authorized to exercise such right, the Term shall terminate on the Date of Taking and the Rent payable by Tenant hereunder shall be equitably apportioned as of the date of such taking.

(b) If all or substantially all of the Premises shall be taken or condemned as provided in Section 15.01(a), the award, awards or damages in respect thereof shall be apportioned as follows: (i) there shall first be paid to Landlord so much of the award which is for or attributable to the Land Value; (ii) there shall next be paid to the Leasehold Mortgagee so much of the balance of such award as shall equal the unpaid principal indebtedness secured by such Leasehold Mortgage with interest thereon at the rate specified therein to the date of payment (such payments to be made in order of lien priority and *pari passu* to Leasehold Mortgagee with liens of the same priority); and (iii)

subject to rights of any Leasehold Mortgagee, Tenant shall receive the balance, if any, of the award. If there be any dispute as to which portion of the award is attributable to the Land and which portion is attributable to the Improvements, such dispute shall be resolved by arbitration (unless the condemning authority or a court of competent jurisdiction has made such determination, in which case its determination shall control). For the avoidance of doubt, Landlord shall not be entitled to any proceeds awarded insofar as such amounts relate to the Improvements, Personalty, or otherwise in connection with Tenant's or a Subtenant's loss of profits or relocation expenses.

(c) Each of the parties shall execute any and all documents that may be reasonably required in order to facilitate collection by them of such awards.

Section 15.02 Partial Taking. If less than substantially all of the Premises shall be so taken, this Lease and the Term shall continue as to the portion of the Premises remaining without diminution of any of Tenant's obligations hereunder, but the Base Rent shall be changed to the higher of: (a) the Base Rent reduced by the percentage of rentable area of the Premises taken and not rebuilt; and (b) the fair market rental value of the Premises. In the event of any taking pursuant to this Section 15.02, the entire award for or attributable to the Land taken and the Land Value thereof, shall be first paid to Landlord, and the balance of the award, if any, shall be paid to Depository. Subject to the provisions and limitations in this Section 15.02, Depository shall make available to Tenant as much of that portion of the award actually received and held by Depository, if any, less all necessary and proper expenses paid or incurred by Depository, the Leasehold Mortgagee most senior in lien and Landlord in the condemnation proceedings, as may be necessary to pay the cost of restoration of the part of the Premises remaining that Tenant elects, in its sole and absolute discretion, to restore. Such restoration shall be done in accordance with and subject to the provisions of ARTICLE XIV. Payments to Tenant as aforesaid shall be disbursed in the manner and subject to the conditions set forth in ARTICLE XV. Any balance of the award held by Depository and any cash and the proceeds of any security deposited with Depository remaining after completion of the restoration shall be paid to Tenant. Each of the parties shall execute any and all documents that may be reasonably required in order to facilitate collection by them of such awards.

Section 15.03 Depository. With respect to any restoration required by the terms of Section 15.02, the cost of which exceeds the balance of the condemnation award after payment of the expenses set forth in Section 15.02, then, prior to the commencement of such restoration, Tenant shall deposit with Depository a bond, cash, or other security reasonably satisfactory to Landlord in the amount of such excess, to be held and applied by Depository in accordance with the provisions of Section 15.02, as security for the completion of the restoration.

Section 15.04 Temporary Taking. If the temporary use of the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord and the Term shall not be reduced or affected in any way and Tenant shall continue to pay in full the Rent payable by Tenant hereunder without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payments for such use; provided, however, that:

(a) If the taking is for a period not extending beyond the Term and if such award or payment is made less frequently than in monthly installments, the same shall be paid to and held by Depository as a fund which Depository shall apply from time to time to the payment of Rent, except that, if such taking results in changes or alterations in the Premises which would necessitate an expenditure to restore the Premises to its former condition, then, a portion of such award or payment considered by Landlord, in its reasonable opinion, as appropriate to cover the expenses of the restoration shall be retained by Depository, without application as aforesaid, and applied and paid over toward the restoration of the Premises to its former condition, substantially in the same manner and subject to the same conditions as provided in Section 15.02; and any portion of such award or payment which shall not be required pursuant to this Section 15.04(a) to be applied to the restoration of the building or to the payment of Rent until the end of the Term (or, if the taking is for a period terminating prior to the end of the Term, until the end of such period), shall be paid to Tenant.

(b) If the taking is for a period extending beyond the Term, such award or payment shall be apportioned between Landlord and Tenant as of the Expiration Date, and Landlord's and Tenant's share thereof, if paid less frequently than in monthly installments, shall be paid to Depository and applied in accordance with the provisions of this Section 15.04; provided, however, that the amount of any award or payment allowed or retained for the restoration of the Premises and not previously applied for such purpose shall remain the property of Landlord if this Lease shall expire prior to such restoration.

Section 15.05 Negotiated Sale in Lieu of Condemnation. In the event of a negotiated sale of all or a portion of the Premises in lieu of condemnation, the proceeds shall be distributed as provided in cases of condemnation.

Section 15.06 Participation in Condemnation Proceeding. Landlord, Tenant, and any Leasehold Mortgagee shall be entitled to file a claim and otherwise participate in any condemnation or similar proceeding and all hearings, trials, and appeals in respect thereof.

Section 15.07 Rights of Tenant and Subtenants to File Claims. Notwithstanding anything to the contrary contained in this ARTICLE XV, in the event of any permanent or temporary taking of all or any part of the Premises, Tenant and its Subtenants shall have the exclusive right to assert claims for all Improvements, Personalty, and any other trade fixtures and personal property so taken which were the property of Tenant or its Subtenants and for relocation expenses of Tenant or its Subtenants, and all awards and damages in respect thereof shall belong to Tenant and its Subtenants, and Landlord hereby waives any and all claims to any part thereof; provided, however, that if there shall be no separate award or allocation for such Improvements, Personalty, or other trade fixtures or personal property, then such claims of Tenant and its Subtenants, or awards and damages, shall be subject and subordinate to Landlord's claims under this ARTICLE XV.

ARTICLE XVI ESTOPPEL CERTIFICATES

Section 16.01 Estoppel Certificates. Landlord and Tenant will execute, acknowledge, and deliver to the other promptly upon request, a certificate certifying as to the following:

- (a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications).
- (b) The dates through which the Rent under this Lease has been paid.
- (c) The amount of the Rent then payable.
- (d) That no notice has been given by Landlord to Tenant of any Event of Default under this Lease that has not been cured and to the best of its knowledge and belief no Event of Default exists (or, if there has been any notice given or an Event of Default exists, describing the same).

Certificates from Landlord and Tenant pertaining to the same matters may be relied upon by any prospective Leasehold Mortgagee or Fee Mortgagee, or by any prospective assignee of an interest under this Lease or by any prospective subtenant of all or any portion of the Premises.

ARTICLE XVII NOTICES

Section 17.01 Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this Lease shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid; or (c) sent by nationally recognized commercial overnight delivery service at the following address:

Landlord:	Kaukauna Housing Authority 125 W. 10th Street Kaukauna, WI 54130 Attn: Executive Director
Tenant:	Kaukauna RAD, LLC c/o Commonwealth Development Corp. 7447 University Avenue, Suite 210 Middleton, WI 53562 Attn: Dan Kroetz

Notwithstanding anything contained in this Lease to the contrary, any notice required to be given by Landlord or Tenant hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

ARTICLE XVIII HOLDING OVER

Section 18.01 Holding Over by Tenant. Tenant shall not use or remain in possession of the Premises after the expiration of sooner termination of this Lease.

ARTICLE XIX COMPLIANCE WITH LAWS; ENVIRONMENTAL LAWS

Section 19.01 Compliance with Laws. Tenant warrants and agrees that, during the entire Term of this Lease and at its expense: (a) Tenant will conduct Tenant's business and activities on or related to the Premises only in full compliance with all applicable Laws; (b) Tenant will neither do or permit any act or omission which could cause the Premises and Tenant's use thereof to fail to be in full compliance with all applicable Laws; and (c) Tenant will neither do or permit any act or omission which could cause any Liabilities to exist or be asserted against Landlord or the Premises. Without limiting the foregoing, Tenant shall promptly cure all violations of Law for which Tenant has received notice or a public notice of violation has been issued and pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

Section 19.02 Environmental Laws.

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action when required by Law and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law.

(b) Tenant shall notify Landlord promptly in writing if: (i) Tenant becomes aware of the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises in any quantity or manner which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material Liability or the obligation to take Remedial Action; or (ii) Tenant receives any written notice, claim, demand, request for information, or other communication from a Governmental Authority regarding the presence or Release of any Hazardous Material at, on, under, over, emanating from, or migrating to the Premises.

(c) Tenant shall take and complete any Remedial Action with respect to the Premises in full compliance with all Laws and shall, when such Remedial Action is completed, submit to Landlord written confirmation from the applicable Governmental Authority that no further Remedial Action is required.

(d) Tenant shall provide Landlord with copies of all tests, studies, notices, claims, demands, requests for information, or other communications relating to the presence or Release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Premises.

ARTICLE XX BROKERS

Section 20.01 Brokers. Landlord and Tenant each represent and warrant to the other that it has not dealt with any broker in connection with this Lease. Landlord and Tenant shall each indemnify and hold harmless the other from and against any and all claims for any brokerage fee or commission with respect to this Lease transaction by any broker with whom either Landlord or Tenant has dealt with or is alleged to have dealt with. The provisions of this Section 20.01 shall survive any termination of this Lease.

ARTICLE XXI NO IMPAIRMENT OF LANDLORD'S TITLE

Section 21.01 No Impairment of Landlord's Title. Tenant shall not permit the Premises to be used by any Person at any time or times during the Term of this Lease in such a manner as would impair Landlord's title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.

ARTICLE XXII QUIET ENJOYMENT

Section 22.01 Quiet Enjoyment. Landlord covenants and agrees that, if and so long as Tenant observes and performs each and every covenant, agreement, provision, and condition of this Lease on the part of Tenant to be observed and performed throughout the Term of this Lease, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation of Landlord or any Person acting through Landlord.

ARTICLE XXIII LIMITATION OF LANDLORD'S LIABILITY

Section 23.01 Limitation of Landlord's Liability.

(a) If Landlord sells, assigns, or otherwise transfers (whether by operation of Law or otherwise) all or part of its interests in the Premises or this Lease: (i) Landlord shall be relieved of all obligations and Liabilities of Landlord under this Lease accruing after the effective date of such transfer; and (ii) the transferee shall be deemed to have assumed all of Landlord's obligations and Liabilities under this Lease effective from and after the effective date of the transfer.

(b) Landlord, its partners, members, shareholders, officers, directors, and principals, whether disclosed or undisclosed, shall have no personal liability under or in connection with this Lease. Tenant agrees that it shall look solely to Landlord's interest in the Premises and this Lease for the satisfaction of Tenant's remedies or to collect any judgment requiring payment of any money by Landlord.

ARTICLE XXIV MEMORANDUM

Section 24.01 Memorandum. Tenant and Landlord agree to execute and record a Memorandum of this Lease with the Register of Deeds.

ARTICLE XXV MISCELLANEOUS

Section 25.01 Landlord and Tenant Representations and Warranties. Landlord and Tenant each represent and warrant that:

(a) This Lease has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any Governmental Authority that would impair such party's ability to perform its obligations under this lease.

(c) The consummation of the transactions hereby contemplated and the performance of this Lease will not result in any breach or violation of, or constitute a default under, any lease or financing agreement.

Tenant agrees that, if it is not an individual, it shall provide to Landlord, upon Landlord's request, evidence that the execution and delivery of this Lease have been duly authorized by Tenant.

Section 25.02 Patriot Act.

(a) Tenant hereby represents and warrants to Landlord that Tenant: (i) is in compliance with the Office of Foreign Assets Control sanctions and regulations promulgated under the authority granted by the Trading with the Enemy Act, 12 U.S.C. § 95(a) et seq., and the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., as the same apply to it or its activities; (ii) is in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time (the "Patriot Act") and all rules and regulations promulgated under the Patriot Act applicable to Tenant; and (iii) (A) is not now, nor has ever been, under investigation by any governmental authority for, nor has been charged with or convicted of a crime under, 18 U.S.C. §§ 1956 or 1957 or any predicate offense thereunder; (B) has never been assessed a civil penalty under any anti-money laundering laws or predicate offenses thereunder; (C) has not had any of its funds seized, frozen or forfeited in any action relating to any anti-money laundering laws or predicate offenses thereunder; (D) has taken such steps and implemented such policies as are reasonably necessary to ensure that it is not promoting, facilitating or otherwise furthering, intentionally or unintentionally, the transfer, deposit or withdrawal of criminally derived property, or of money or monetary instruments which are (or which Tenant suspects or has reason to believe are) the proceeds of any illegal activity or which

are intended to be used to promote or further any illegal activity; and (E) has taken such steps and implemented such policies as are reasonably necessary to ensure that it is in compliance with all laws and regulations applicable to its business for the prevention of money laundering and with anti-terrorism laws and regulations, with respect both to the source of funds from its investors and from its operations, and that such steps include the development and implementation of an anti-money laundering compliance program within the meaning of Section 352 of the Patriot Act, to the extent such a party is required to develop such a program under the rules and regulations promulgated pursuant to Section 352 of the Patriot Act. Neither Tenant nor any other person owning a direct or indirect, legal, or beneficial interest in Tenant is in violation of the Executive Order or the Patriot Act. Neither the Tenant nor any of its respective constituents, investors (direct or indirect and whether or not holding a legal or beneficial interest) or affiliates, acting or benefiting, directly or indirectly, in any capacity in connection with the Landlord and/or the Building Complex or this Agreement or any of the transactions contemplated hereby or thereby, is: (w) listed in the Annex to, or otherwise subject to the provisions of, that certain Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism (the “**Executive Order**”); (x) named as a “specifically designated national (SDN)” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website (<http://www.treas.gov/ofac/t11sdn.pdf>) or at any replacement website or other replacement official publication of such list or that is named on any other Governmental Authority list issued post 9/11/01; (y) acting, directly or indirectly for terrorist organizations or narcotics traffickers, including those persons that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Financial Action Task Force on Money Laundering, U.S. Office of Foreign Assets Control, U.S. Securities and Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, all as may be amended or superseded from time to time; or (z) owned or controlled by, or acting for or on behalf of, any person described in clauses (w), (x) or (y) above (a “**Prohibited Person**”). None of the funds or other assets of the Tenant constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. law, including but not limited to: (1) the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq.; (2) The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (3) any Executive Orders or regulations promulgated thereunder, with the result that sale by Tenant or other Persons (whether directly or indirectly), is prohibited by law (an “**Embargoed Person**”). No Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); and none of the funds of Tenant have been derived from any unlawful activity with the result that an investment in the Tenant (whether directly or indirectly) or sale by the Tenant, is prohibited by law or that execution, delivery, and performance of this Lease or any of the transactions or other documents contemplated hereby or thereby is in violation of law.

(b) Landlord hereby represents and warrants to Tenant that Landlord: (i) is in compliance with Patriot Act and all rules and regulations promulgated under the Patriot Act applicable to Tenant; and (ii) (A) is not now, nor has ever been, under investigation

by any governmental authority for, nor has been charged with or convicted of a crime under, 18 U.S.C. §§ 1956 or 1957 or any predicate offense thereunder; (B) has never been assessed a civil penalty under any anti-money laundering laws or predicate offenses thereunder; (C) has not had any of its funds seized, frozen or forfeited in any action relating to any anti-money laundering laws or predicate offenses thereunder; (D) has taken such steps and implemented such policies as are reasonably necessary to ensure that it is not promoting, facilitating or otherwise furthering, intentionally or unintentionally, the transfer, deposit or withdrawal of criminally derived property, or of money or monetary instruments which are (or which Tenant suspects or has reason to believe are) the proceeds of any illegal activity or which are intended to be used to promote or further any illegal activity; and (E) has taken such steps and implemented such policies as are reasonably necessary to ensure that it is in compliance with all laws and regulations applicable to its business for the prevention of money laundering and with anti-terrorism laws and regulations, with respect both to the source of funds from its investors and from its operations, and that such steps include the development and implementation of an anti-money laundering compliance program within the meaning of Section 352 of the Patriot Act, to the extent such a party is required to develop such a program under the rules and regulations promulgated pursuant to Section 352 of the Patriot Act. Neither Landlord nor any other person owning a direct or indirect, legal, or beneficial interest in Landlord is in violation of the Executive Order or the Patriot Act. Neither Landlord nor any of its respective constituents, investors (direct or indirect and whether or not holding a legal or beneficial interest) or affiliates, acting or benefiting, directly or indirectly, in any capacity in connection with the Landlord and/or the Building Complex or this Agreement or any of the transactions contemplated hereby or thereby, is a Prohibited Person. None of the funds or other assets of the Landlord constitute property of, or are beneficially owned, directly or indirectly, by an Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Landlord (whether directly or indirectly); and none of the funds of Landlord have been derived from any unlawful activity with the result that an investment in the Landlord (whether directly or indirectly) or sale by the Landlord, is prohibited by law or that execution, delivery, and performance of this Lease or any of the transactions or other documents contemplated hereby or thereby is in violation of law.

Section 25.03 No Waiver; Cumulative Rights of Landlord.

(a) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant with its undertakings, duties, and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of Landlord's right to demand exact compliance with the provisions contained in this Lease.

(b) All rights, powers, and privileges conferred herein upon both parties hereto are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 25.04 Attorneys' Fees. If any action is brought by either party against the other in connection with or arising out of this Lease, the Prevailing Party shall be entitled to recover

from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action. The term, "**Prevailing Party**" shall include, without limitation, a party that substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

Section 25.05 Provisions Are Binding Upon Successors and Assigns. It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Landlord and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Lease. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

Section 25.06 Applicable Law. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Wisconsin.

Section 25.07 Waiver of Jury Trial. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

Section 25.08 Interpretation and Construction. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

Section 25.09 Severability. In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Section 25.10 Time Is of the Essence. All time limits stated in this Lease are of the essence of this Lease.

Section 25.11 No Agency. Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The

parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Lease.

Section 25.12 Entire Agreement. The making, execution, and delivery of this Lease by Tenant has not been induced by any representations, statements, covenants, or warranties by Landlord except for those contained in this Lease. This Lease constitutes the full, complete, and entire agreement between and among the parties hereto; no agent, employee, officer, representative, or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Lease. No amendment of this Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Lease.

Section 25.13 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 25.14 Acknowledgement and Covenants Related to RAD. In addition to entering into this Lease, Landlord and Tenant also contemplate the provision of rental assistance to the Premises pursuant to a Housing Assistance Payment Contract ("HAP Contract"). If a HAP Contract is entered into pursuant to the Rental Assistance Demonstration ("RAD"), the U.S. Department of Housing and Urban Development ("HUD") will require Landlord and Tenant to enter into a RAD Use Agreement ("Use Agreement") in connection with the provision of rental assistance to the Premises. Notwithstanding any other clause or provision in this Lease, upon execution of the Use Agreement and for so long as the Use Agreement is in effect, the following provisions shall apply:

(a) This Lease shall in all respects be subordinate to the Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the Use Agreement or this Lease.

(b) If any of the provisions of this Lease conflict with the terms of the Use Agreement, the provisions of the Use Agreement shall control.

(c) The provisions of this Section 25.14 are required to be inserted into this Lease by HUD and may not be amended without HUD's prior written approval.

(d) Violation of the Use Agreement constitutes a default of this ground lease.

(e) Notwithstanding any other contract, document or other arrangement, upon termination of this Lease, title to the real property leased herein shall remain vested in Landlord and title to the buildings, fixtures, improvements, trade fixtures and equipment that belong to Tenant shall vest in Landlord.

(f) Neither the Tenant nor any of its member shall have any authority to:

(i) Take any action in violation of the Use Agreement; or

(ii) Fail to renew the HAP Contract upon such terms and conditions applicable at the time of renewal when offered for renewal by Landlord or HUD.

(iii) Except to the extent permitted by the HAP Contract or Use Agreement and the normal operation of the Premises, neither the Tenant nor any members shall have any authority without the consent of Landlord to sell, transfer, convey, assign, mortgage, pledge, sublease or otherwise dispose of, at any time, the Premises or any part thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

THE HOUSING AUTHORITY OF THE
CITY OF KAUKAUNA a/k/a KAUKAUNA
HOUSING AUTHORITY

By: _____
Lori Ratzburg, Executive Director

TENANT:

KAUKAUNA RAD, LLC
By Kaukauna RAD MM, LLC, Managing
Member
By Commonwealth Holdings II, LLC,
Manager

By _____
Kristi Morgan, Manager

EXHIBIT A

LEGAL DESCRIPTION OF LAND

PART OF GOVERNMENT LOTS SEVEN (7) AND EIGHT (8), SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE EIGHTEEN (18) EAST AND PART OF LOTS SEVEN (7) AND EIGHT (8), BLOCK THREE (3) AND LOT SEVEN (7), BLOCK FOUR (4), ALL ACCORDING TO THE RECORDED PLAT OF BARNARD JACOB'S ADDITION TO SOUTH KAUKAUNA AND THAT PART OF VACATED STREET AND ALLEY LYING ADJACENT THERETO, ALL IN THE CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE REPLAT OF BLOCK 6, BLACKWELL BROS. ADDITION TO THE CITY OF KAUKAUNA, WISCONSIN, SAID POINT BEING ON THE EAST LINE OF GOVERNMENT LOT 8; THENCE SOUTH $89^{\circ} 51'$ WEST ALONG THE SOUTH LINE OF SAID REPLAT OF BLOCK 6, 275.18 FEET; THENCE NORTH $00^{\circ} 17'$ WEST ALONG THE WEST LINE OF LOT 3 OF THE REPLAT OF BLOCK 6, 2.92 FEET; THENCE SOUTH $61^{\circ} 38'$ WEST ALONG THE SOUTHERLY LINE OF LOT 2 OF THE REPLAT OF BLOCK 6, 18.63 FEET; THENCE SOUTH $18^{\circ} 20'$ EAST, 471.47 FEET; THENCE ALONG THE ARC OF A $31^{\circ} 30'$ CURVE (ARC DEFINITION) TO THE LEFT, 105.56 FEET, THE LONG CHORD OF WHICH BEARS NORTH $56^{\circ} 02'$ EAST, 104.42 FEET; THENCE NORTH $39^{\circ} 50'$ EAST, 97.14 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 8, BEING THE WEST LINE OF LOT 7; THENCE CONTINUING NORTH $39^{\circ} 50'$ EAST, 120.42 FEET TO THE POINT OF CURVE; THENCE ALONG THE ARC OF A $23^{\circ} 26'$ CURVE (ARC DEFINITION) TO THE RIGHT 45.28 FEET, THE LONG CHORD OF WHICH BEARS NORTH $45^{\circ} 19'$ EAST, 45.25 FEET; THENCE NORTH $00^{\circ} 19'$ EAST ALONG THE EAST LINE OF LOT 8, BLOCK THREE (3), BERNARD JACOBS ADDITION TO THE CITY OF KAUKAUNA AND ITS NORTHERLY EXTENSION, 196.42 FEET; THENCE SOUTH $89^{\circ} 51'$ WEST, 6.00 FEET; THENCE NORTH $00^{\circ} 09'$ WEST, ALONG A LINE PARALLEL TO AND 6 FEET WEST OF THE EAST LINE OF LOT 7, BLOCK 3 OF SAID BERNARD JACOBS ADDITION, 130.00 FEET; THENCE SOUTH $89^{\circ} 51'$ WEST, 109.92 FEET, TO THE NORTHEAST CORNER OF THE REPLAT OF THE SAID BLOCK 6; THENCE SOUTH $00^{\circ} 09'$ EAST ALONG THE EAST LINE OF SAID REPLAT OF BLOCK 6, BEING THE EAST LINE OF GOVERNMENT LOT 8 AND THE WEST LINE OF GOVERNMENT LOT 7, 130.00 FEET TO THE PLACE OF BEGINNING.

AND

PART OF LOT NINE (9), BLOCK THREE (3), AND PART OF VACATED 11TH STREET, ALL IN BARNARD JACOB'S ADDITION TO SOUTH KAUKAUNA, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN AVENUE WITH THE CENTERLINE OF THE VACATED ALLEY IN SAID BLOCK 3; THENCE NORTH $89^{\circ} 43' 56''$ WEST, 267.00 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH $00^{\circ} 09' 47''$ WEST, 147.46 FEET TO THE NORTH LINE OF RELOCATED

11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 244.53 FOOT RADIUS CURVE OF SAID NORTH LINE HAVING A CHORD WHICH BEARS SOUTH 62° 49' 35" WEST AND IS 97.94 FEET IN LENGTH TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 9, BEING THE POINT OF BEGINNING; THENCE NORTH 00° 09' 47" EAST, 124.59 FEET ALONG SAID EXTENSION OF SAID WEST LINE AND THE NORTHERLY EXTENSION OF SAID WEST LINE OF LOT 9 TO A POINT; THENCE SOUTH 89° 43' 56" EAST, 18.00 FEET TO A POINT; THENCE SOUTH 00° 09' 47" WEST PARALLEL TO THE WEST LINE OF SAID LOT 9 TO A POINT ON THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE OF SAID NORTH LINE TO THE POINT OF BEGINNING.

TAX PARCEL NO. 323025600 AND 323072600 AND 323025700 AND 323026001

AND

LOT THREE (3), BLOCK SIX (6), ACCORDING TO THE RECORDED REPLAT OF BLOCK 6 BLACKWELL BROS. ADDITION IN THE CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

PROPERTY ADDRESS: 215 W. TENTH STREET, KAUKAUNA, WI 54130

PARCEL NO. 323008300

LOT FOUR (4), BLOCK SIX (6), ACCORDING TO THE RECORDED REPLAT OF BLOCK 6 BLACKWELL BROS. ADDITION, IN THE CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

PROPERTY ADDRESS: 211 W. TENTH STREET, KAUKAUNA, WI 54130

PARCEL NO. 323008400

AND

ALL OF LOTS TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12), BLOCK FOUR (4), OF BARNARD JACOBS ADDITION, LYING SOUTH OF THE PRESENT WEST ELEVENTH STREET AS DEDICATED IN RESOLUTION NO. 1828 ADOPTED FEBRUARY 17, 1970, ALL BEING IN THE CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN; INCLUDING THE NORTH 1/2 OF THAT PORTION OF VACATED 12TH STREET LYING SOUTH OF SAID LOTS 8 THROUGH 12; THE EAST 1/2 OF THAT PORTION OF VACATED HENDRICKS AVENUE LYING WEST OF SAID LOT 8 AND SOUTH OF WEST 11TH STREET; THE SOUTH 1/2 OF THAT PORTION OF THE VACATED ALLEY LYING NORTH OF THAT

PORTION OF THE VACATED ALLEY LYING SOUTH OF WEST 11TH STREET AND
SOUTH OF SAID LOTS 2 THROUGH 7.

TAX PARCEL NO. 323026000