

## GROUND LEASE

In consideration of the mutual promises and covenants contained in this Ground Lease ("Lease"), Landlord and Tenant agree as follows:

### 1. FUNDAMENTAL LEASE PROVISIONS AND DEFINITIONS.

DATE OF LEASE: June 19, 2015

**"LANDLORD":** County of Dane, Wisconsin  
a Wisconsin county and body corporate pursuant to Chapter 59 of  
the Wisconsin Statutes

**"LANDLORD'S  
ADDRESS":** City-County Building, Room 425  
210 Martin Luther King, Jr. Blvd.  
Madison, Wisconsin 53703

**"TENANT":** Rethke Washington, LLC,  
a Wisconsin limited liability company

**"TENANT'S  
ADDRESS":** c/o Heartland Housing, Inc.  
208 South LaSalle Street, Suite 1300  
Chicago, Illinois 60604

**"PREMISES":** The land described on Exhibit A attached hereto.

**"LEASE TERM":** 98 years

**"COMMENCEMENT DATE":** June 19, 2015

**"TERMINATION DATE":** May 31, 2113

**"AFFORDABILITY PERIOD":** The term of that certain Land Use Restriction Agreement, executed by Tenant and in favor of the Wisconsin Housing and Economic Development Authority (or its successors and assigns), such document referred to herein as the "WHEDA LURA".

**"TAX CREDIT COMPLIANCE PERIOD":** The 15-year period beginning with the first taxable year in which low-income housing tax credits are claimed, as the phrase

"compliance period" is defined in 26 U.S.C. § 42(i)(1) and further interpreted by Internal Revenue Service guidance.

2. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, for the term and upon the conditions set forth in this Lease.

3. CONDITION AND PERMITTED USE.

(a) Tenant acknowledges and agrees that Tenant is leasing the Premises "as is", and Landlord makes no warranties, express or implied, as to fitness, merchantability, use or condition of the premises. Tenant leases the Premises without representation or warranty by Landlord, express or implied, in fact or by law, and without recourse, with respect to: (i) the condition of the premises, and (ii) the ability to use the Premises for any particular purpose.

(b) Tenant shall have the right to construct a 60-unit apartment complex, commercial space, and related improvements (collectively, the "**Improvements**") on the Premises and to use the Premises and Improvements as an affordable housing project and commercial space to be ultimately leased to and used by third parties unrelated to the Project. Improvements that consist of apartment units shall be operated by Tenant as "affordable housing" in compliance with the WHEDA LURA during the Affordability Period. A violation of the WHEDA LURA, as determined by WHEDA in its reasonable discretion, shall be deemed an event of default by Tenant of this Lease.

(c) Tenant shall commence construction within sixty (60) days of the Commencement Date and shall diligently undertake and complete construction of the Improvements. Tenant shall complete construction of the Improvements by December 31, 2016. Tenant shall pay for all costs of constructing the Improvements. At all times during the term of this Lease, (A) Tenant shall be deemed the sole owner of the Improvements, (B) Tenant alone shall be entitled to all of the tax attributes of ownership including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, and (C) Tenant shall have the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Improvements. Landlord shall cooperate with Tenant in obtaining all permits, including any conditional use permit, necessary for the construction or operation of the Improvements, as determined by the Tenant.

4. TERM. The Lease Term shall commence on the Commencement Date and expire at midnight on the Termination Date, unless sooner terminated as hereinafter provided.

5. RENT. Tenant has paid to Landlord on the date hereof the sum of \$98 as rent for the Premises for the entire Lease Term.

6. NET LEASE. Landlord shall not be called upon to make any expenditure in connection with the Premises and all costs, expenses and obligations of every kind relating to the Premises which may arise or come due during the term of this Lease shall be paid by Tenant.

7. IMPOSITIONS. Tenant agrees to pay during the Lease Term all real estate taxes and special assessments assessed with respect to the Premises and Improvements and all personal property taxes assessed with respect to Tenant's personal property. In the event any real estate taxes or special assessments are payable on an installment basis, Tenant may elect to pay the same on such basis, in which event Tenant shall only be responsible for paying those installments due and owing during the Lease Term.

8. COMPLIANCE WITH LAW; LIENS.

(a) Tenant, at its sole cost and expense, shall comply with and cause the Premises and the Improvements to comply with all federal, state, local and other governmental statutes, laws, rules, orders, regulations, ordinances or recommendations affecting the Premises, the Improvements or any part thereof, or the use thereof, including those which require any structural changes in the Improvements whether or not any such statutes, laws, rules, orders, regulations, ordinances or recommendations which may hereafter be enacted involve a change of policy on the part of the governmental body enacting the same, and the Americans with Disabilities Act of 1992, as amended. Tenant shall comply with all obligations of record related to the Premises that run with the land, including without limitation that certain Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures Agreement, by Landlord and in favor of the City of Madison.

(b) Tenant hereby covenants that Tenant and its agents, employees and contractors will not generate, store, use, treat or dispose of any "Hazardous Substances" (as hereinafter defined) in, on or at the Premises or any part of the Improvements, except for Hazardous Substances as are commonly legally used or stored (and in such amounts as are commonly legally used or stored) as a consequence

of constructing the Improvements and using the Premises for its permitted use, as described in Section 3 of this Lease, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA (as hereinafter defined), and so long as Tenant strictly complies or causes compliance with all laws, statutes, rules, orders, regulations, ordinances and decrees concerning the use or storage of such Hazardous Substances. Tenant further covenants that neither the Premises nor any part of the Improvements shall ever be used by Tenant or its agents, contractors or employees as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances during the Term. Tenant shall cleanup and remediate any escape, seepage, leak, spill, discharge, emission or release of Hazardous Materials in, on or under the Premises occurring during the Term to the extent required by any federal, state or local governmental authority and as reasonably required by Landlord and in the time required by such governmental authority or within a reasonable time if no such time is prescribed.

For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the lists of hazardous substances or wastes now or hereafter adopted by the United States Environmental Protection Agency (the "EPA") or the lists of toxic pollutants designated now or hereafter by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by Comprehensive Environmental Response, Compensation and Liability Act or any Superfund or Superlien law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

This Section 8(b) shall survive cancellation, termination or expiration of this Lease.

(c) Subject to the provisions of Section 19 hereof, Tenant shall not create or permit to be created or to remain, and shall promptly after it becomes aware of such lien, discharge or bond over, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Tenant's leasehold estate hereunder, that arises from the use or occupancy of the Premises by Tenant or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Tenant or by reason of any construction, repairs or demolition by or at the direction of Tenant of all or any part of the Improvements.

Notice is hereby given that Landlord shall not be liable for the cost and expense of any labor, services or materials furnished or to be furnished with respect to the Premises at or by the direction of Tenant or anyone holding the Premises or any

part thereof by, through or under Tenant and that no laborer's, mechanic's or materialman's or other lien for any such labor, service or materials shall attach to or affect the interest of Landlord in and to the Premises. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements or repairs to or of the Premises or any part thereof, nor as giving Tenant any right, power or authority on behalf of Landlord to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

(d) If Tenant fails to discharge or bond over any lien or to comply with any law as required herein and such failure continues for thirty (30) days after written notice from Landlord to Tenant, provided if such compliance is of a nature that it cannot be cured within such 30 day period, Tenant shall have such additional times as is reasonably necessary (not to exceed 90 days) to so comply so long as such compliance is commenced within said 30 day period and diligently prosecuted to completion, and thereafter, Landlord with or without declaring a default hereunder and without relieving Tenant of any liability hereunder may, but shall not be obligated to, discharge or pay such lien (either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings) or cause compliance with such law, and any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith shall be paid by Tenant to Landlord within thirty (30) days after written demand by Landlord, which shall not be issued until the expiration of the periods noted above.

9. MAINTENANCE, REPAIR AND REPLACEMENT. Tenant shall, at its expense, keep and maintain in good order, condition and repair the Premises and all Improvements constructed thereon.

#### 10. INSURANCE.

(a) Tenant agrees to carry, at its expense, property insurance insuring the Improvements and any personal property of Tenant from loss arising from fire or other casualty in an amount equal to their full replacement value. During construction of the Improvements, the property insurance shall be in the form of builder's risk insurance.

(b) Tenant agrees to carry, at its expense, a policy of commercial general liability insurance in which the limits of liability shall be not less than Three

Million Dollars (\$3,000,000) combined single limit per occurrence. Landlord shall be named as an additional insured with respect to the commercial general liability insurance.

(c) All insurance required to be carried by Tenant shall be with an insurance company authorized to do business in the State of Wisconsin. Tenant shall deliver to Landlord certificates of insurance evidencing the insurance required to be carried by Tenant under this Lease prior to commencement of the Lease Term and upon renewals not less than 30 days prior to the expiration of such coverage.

11. INTENTIONALLY OMITTED.

12. UTILITIES. Tenant shall pay or cause to be paid all charges for gas, electricity, water, sewerage, heat or other fuel or power or any other utility or service used, rendered or supplied upon or in connection with the Premises.

13. CASUALTY. In the event of destruction or damage to the Improvements by fire or other casualty, Tenant shall be entitled to all insurance proceeds and shall, subject to the terms of any leasehold mortgage and the other terms of this Section 13, diligently proceed to make all repairs necessary to restore the Improvements to substantially the same condition in which they existed immediately prior to such destruction or damage, subject to delays beyond the control of Tenant. However, should the proceeds of insurance not be sufficient to rebuild the Improvements, Tenant shall have the option, exercisable in its sole and absolute discretion, by written notice to Landlord within sixty (60) days after the date of such casualty, to terminate this Lease upon which, Landlord shall have the option to demand that Tenant assign to Landlord its right to any insurance proceeds so that Landlord may demolish or repair the destroyed or damaged portion of the Improvements.

14. EMINENT DOMAIN. In the event the entire Premises are lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance. In the event only a portion of the Premises is taken or conveyed, this Lease shall remain in full force and effect unless Tenant terminates this Lease in its sole discretion. Tenant may terminate this Lease upon written notice thereof within 120 days of such taking or conveyance. Subject to the terms of any leasehold mortgage, Tenant shall be entitled to recover from the proceeds of any award all costs, damages, expenses, liabilities and losses in any way arising out of or resulting from any taking including, without limitation, moving expenses, loss of tax credits, and the cost of any Improvements made by Tenant; provided, however, that

Landlord, and not Tenant, shall be entitled to recover the value of any land (as opposed to the Improvements) taken.

15. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign or transfer this Lease without first obtaining Landlord's written consent. Tenant shall have the right to sublease apartment units in the Improvements without the consent of Landlord. The commercial space at the Premises is governed by that certain Lease, dated as of the date hereof, by and between Landlord and a commercial tenant. Tenant shall not be required to obtain Landlord's consent in connection with the transfer, assignment or other conveyance of any membership interest in Tenant. Landlord shall not assign or transfer this Lease without first obtaining Tenant's written consent.

16. **DEFAULT BY TENANT AND RIGHTS OF LANDLORD.**

(a) If Tenant either (i) fails to pay any charges due hereunder when due and fails to cure said non-payment within ten (10) days after Tenant receives written notice of such non-payment from Landlord or (ii) fails to perform any other covenant, term, agreement or condition of this Lease within thirty (30) days after notice from Landlord (or, if performance cannot be completed within thirty (30) days, fails to commence to perform said covenant, term, agreement or condition within thirty (30) days after receipt of said notice from Landlord and to diligently prosecute same to completion), then, in any of such cases, Landlord, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, may, without process, immediately re-enter the Premises and remove all persons and property and, at Landlord's option, terminate this Lease as to all future rights of Tenant.

(b) Landlord agrees that it will take no action to effect a termination of this Lease (i) for any reason prior to the end of the Tax Credit Compliance Period (including any extended use period) or (ii) by reason of any default without first giving to Tenant's investor member prior written notice thereof, if the investor member has provided Landlord with written notice of its intention to, within a reasonable time, not to exceed sixty (60) days (or if the investor member is diligently pursuing the same, not to exceed 120 days), replace any managing member of Tenant and/or to admit an additional managing member and cause the new managing member to cure any Event of Default within a reasonable time after such entity has been admitted to as a member of Tenant; provided, however, that as conditions of such forbearance, Landlord must receive notice of the substitution of any managing member of Tenant within twenty (20) days following the expiration of the cure period given through Landlord's notice to the investor member, and Tenant, following such

substitution of any managing member shall thereupon proceed with due diligence to cure such default. Landlord will also accept any timely cure by such investor member as a cure by Tenant. Additionally, Landlord specifically reserves the right to enforce specific performance of the affordability requirements as set forth in the WHEDA LURA, upon a determination by WHEDA that Tenant has materially violated the WHEDA LURA.

17. QUIET ENJOYMENT. Landlord covenants that if Tenant observes and performs all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

18. SURRENDER OF PREMISES. Upon the termination of this Lease for any reason, (a) Tenant shall remove Tenant's goods, effects and fixtures and those of any other persons claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly and (b) title to the Improvements shall automatically transfer to Landlord.

19. FINANCING.

(a) Landlord acknowledges that in connection with Tenant's construction of the Improvements on the Premises, Tenant will be obtaining financing from various lenders, and Landlord hereby consents to such financing. From time to time during the Lease Term, Tenant may be required or desire to refinance any existing loans in connection with the Premises. Landlord further acknowledges that the lenders may require Tenant to execute and deliver various documents that will need to be recorded against Tenant's interest in this Lease including, without limitation, land use restriction agreements, mortgages and deeds of trust (collectively, the "**Encumbrances**"), and such Encumbrances may affect all of Tenant's interests hereunder, but in no event shall such Encumbrances encumber Landlord's fee or other interest in the Premises. Landlord shall not finance the land or otherwise encumber its fee interest in the land.

(b) In the event Landlord's interest is conveyed to Tenant, or Tenant's interest is conveyed to Landlord, at any time the property is encumbered by a leasehold mortgage, no merger of estates shall result in extinguishing this Lease.

(c) Any leasehold mortgagee or its successors or assigns succeeding to the interest of Tenant hereunder by foreclosure or transfer in lieu of foreclosure shall have the right to assign or transfer this Lease upon prior consent by the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.



(d) Landlord agrees that it will take no action to effect a termination of this Lease by reason of any default without first giving each leasehold mortgagee written notice thereof and allowing each such mortgagee sixty (60) days to cure such default (or if such mortgagee is diligently pursuing a cure, a period not to exceed 120 days). A leasehold mortgagee desiring the benefit of this provision shall provide a notice address to Landlord within sixty (60) days following the recording of such mortgagee's mortgage. If the default is not curable by a leasehold mortgagee, then each leasehold mortgage shall have the right to enter into a new lease of the Premises with Landlord on the same terms for a period equal to the remaining Term of this Lease. If there are multiple leasehold mortgagees, the right to have a new lease shall be available to such mortgagees in the order of the priority of their respective mortgages. A mortgagee shall notify Landlord within sixty (60) days following the receipt of Landlord's notice of default whether (i) the default is curable by such mortgagee or (ii) the default is curable and such mortgagee desires a new lease.

20. ESTOPPEL CERTIFICATE. The parties hereto agree that from time to time upon not less than ten days' prior request, such party will deliver a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Lease as modified is in full force and effect); (ii) that there is no default under any provision of this Lease, or, if in default, the nature and duration thereof in detail; and (iii) such further matters as are reasonably requested.

21. ACCESS TO PREMISES. Subject to applicable laws, Landlord shall have the right to enter upon the Premises during reasonable business hours upon reasonable prior notice (or, in the case of an emergency, at any time and with or without notice) for the purposes of making any inspection it may deem expedient to the proper enforcement of the terms, covenants, or conditions of this Lease, provided that such inspection shall not unreasonably interfere with Tenant's business.

22. MONITORING AND INSPECTION. Tenant shall timely supply to Landlord any reports related to monitoring and compliance with affordability provisions of the WHEDA LURA, including compliance reports provided by Wisconsin Housing and Economic Development Authority (or its successors or assigns).

23. INTENTIONALLY OMITTED.

24. MISCELLANEOUS PROVISIONS.

(a) The titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) This Lease shall be governed by the laws of the State of Wisconsin.

(c) All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective successors and assigns.

(d) The covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(e) Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect. If the intent of any sections of this Lease so indicate, the obligations of Landlord and Tenant pursuant to such sections of this Lease shall survive the termination of this Lease.

(f) All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by facsimile, personal service or by mailing by registered or certified mail, postage prepaid, at the addresses or facsimile number set forth below or at such other address, or facsimile number, as the parties may from time to time designate to the other in writing. Landlord shall provide copies of all notices it sends to Tenant hereunder to Tenant's investor member at the address, or facsimile number, set forth in Section 1 or below, as applicable, or at such other address, or facsimile number, as the investor member may from time to time designate to Landlord in writing.

To Landlord:  
As listed in Section 1

To Tenant:  
As listed in Section 1

With a copy to:  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1600  
Milwaukee, Wisconsin 53202  
Attention: William R. Cummings  
Facsimile number: 414-298-8097

To Tenant's investor member:  
U.S. Bancorp Community Development Corporation  
1307 Washington Ave, Suite 300  
St. Louis, MO 63103  
Attention: Director of LIHTC Asset Management  
Facsimile number: \_\_\_\_\_

The time of rendition of any notice hereunder shall be deemed to be the time when the notice is either sent via confirmed facsimile, personally delivered or deposited in the mail as herein provided.

(g) Time periods or deadlines for Landlord's or Tenant's performance under any provisions of this Lease (except for the payment of money) shall be extended for periods of time during which the nonperforming party's performance is prevented due to circumstances beyond the party's control, including, without limitation, labor disputes, embargoes, governmental restrictions or regulations, inclement weather and other acts of God, war or other strife.

(h) Landlord and Tenant shall execute a memorandum of this Lease (the "**Memorandum**"), in the form substantially set forth in Exhibit B. Tenant shall cause the Memorandum promptly to be recorded in the real property records. Tenant shall pay all costs of recording the Memorandum.


(i) By signing below, the authorized officer of Landlord hereby certifies that this Lease has been approved and authorized by Landlord.

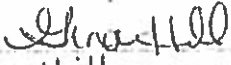
*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease to be executed as of the day and year first above written.

LANDLORD:

COUNTY OF DANE, WISCONSIN  
a Wisconsin county and body corporate pursuant  
to Chapter 59 of the Wisconsin Statutes

By:   
Name: Joseph T. Parisi  
Title: Dane County Executive

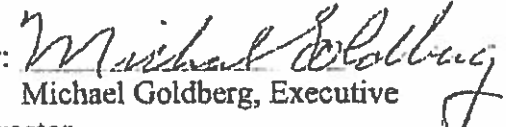
Attested by:   
Name: Gina Hill  
Title: Admin. Asst.

TENANT:

RETHKE WASHINGTON, LLC,  
a Wisconsin limited liability company

By: Rethke Washington MM, LLC, Managing  
Member

By: Heartland Housing, Inc., Sole Member

By:   
Michael Goldberg, Executive  
Director



**EXHIBIT A**

**Legal Description of Premises**

Lot 1, Certified Survey Map Number \_\_\_\_\_, recorded in Volume \_\_\_\_\_ of  
Certified Surveys, pages \_\_\_\_ - \_\_\_\_\_, as Document Number  
\_\_\_\_\_, located in the SW 1/4 of the SE 1/4 of Section 32, T8N,  
R10E, in the City of Madison, Dane County, Wisconsin.

**EXHIBIT B**

**Form of Memorandum of Ground Lease**

*See attached.*

Memorandum of Ground  
Lease

Document  
Number

Document Title

Recording Area

Drafted by and Return to:

Reinhart Boerner Van Deuren s.c.  
Joseph D. Shumow  
22 East Mifflin Street, Suite 600  
Madison, Wisconsin 53703

Parcel Identification Number (PIN)



## MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease (the "Memorandum") is made as of this 19th day of June, 2015, by and between Dane County, Wisconsin, a Wisconsin county and body corporate pursuant to Chapter 59 of the Wisconsin Statutes, as landlord ("Landlord"), and Rethke Washington, LLC, a Wisconsin limited liability company, as tenant ("Tenant").

Pursuant to a Ground Lease dated as of the date hereof, as amended and incorporated herein by this reference (the "Lease"), Landlord leased to Tenant, commencing as of the date hereof ("Commencement Date") and ending on the 98th anniversary of the Commencement Date that certain leased premises legally described on Annex A attached hereto and made a part hereof (the "Premises").

This Memorandum is solely intended to provide notice to third parties of the Lease and of Tenant's interest in the Premises. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

This Memorandum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

LANDLORD:

DANE COUNTY, WISCONSIN  
a Wisconsin county and body corporate  
pursuant to Chapter 59 of the Wisconsin  
Statutes

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attested by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

RETHKE WASHINGTON, LLC,  
a Wisconsin limited liability company

By: Rethke Washington MM, LLC,  
Managing Member

By: Heartland Housing, Inc., Sole  
Member

By: \_\_\_\_\_  
Michael Goldberg,  
Executive Director

*[Notary Blocks Follow.]*

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF DANE                )

Personally came before me this \_\_\_\_ day of June, 2015, the above-named \_\_\_\_\_, known to be to the \_\_\_\_\_ and the above-named \_\_\_\_\_, known to be to the \_\_\_\_\_ each of Dane County, Wisconsin, a Wisconsin county and body corporate pursuant to Chapter 59 of the Wisconsin Statutes, who executed the foregoing instrument on behalf of said county.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK                )

Personally came before me this \_\_\_\_ day of June, 2015, the above-named Michael Goldberg to me known to be the Executive Director of the Heartland Housing, Inc., the Sole Member of Rethke Washington MM, LLC, the Managing Member of Rethke Washington, LLC, who executed the foregoing instrument on behalf of said company.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Illinois  
My Commission: \_\_\_\_\_

ANNEX A

Legal Description of Premises

Lot 1, Certified Survey Map Number \_\_\_\_\_, recorded in Volume \_\_\_\_\_ of  
Certified Surveys, pages \_\_\_\_ - \_\_\_\_\_, as Document Number  
\_\_\_\_\_, located in the SW 1/4 of the SE 1/4 of Section 32, T8N,  
R10E, in the City of Madison, Dane County, Wisconsin.