

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is dated as of March 2, 2017 (the "Effective Date"), by and between the Edward J. Mayland Revocable Trust ("Seller"), and Heartland Housing, Inc., an Illinois not-for-profit corporation, and/or its Permitted Assigns (as defined below) ("Purchaser").

### RECITALS

A. Seller owns approximately 15,114 square feet of improved land located at 1202 South Park Street, Madison, Wisconsin, including an approximately 18,700 square foot building (the "Building").

B. The Building is located on the land (the "Land") which is legally described on **Exhibit A** attached hereto.

C. Purchaser desires to purchase from Seller the Land and other property described herein as the "Property," and Seller wishes to sell the Property to Purchaser in accordance with the terms, provisions and conditions of this Agreement. The Building is excluded from the "Property."

Now, therefore, in consideration of the foregoing Recitals, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereby agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller will sell to Purchaser, and Purchaser will purchase from Seller, all of the following property (collectively, "Property"):

1.1 The Land.

1.2 All appurtenances, rights, privileges and easements benefiting, belonging, or pertaining to the Land, including, without limitation, all right, title, and interest of Seller: (i) in and to any land lying in the bed of any highway, street, or road, open or proposed, in front of, abutting or servicing the Land; (ii) in and to any condemnation awards, or payments in lieu of such awards, for change of grade, alignment or access rights with regard to such highways, streets and roads; (iii) in and to any alleys, strips, or gores of land adjacent to the Land; and (iv) any easements benefiting the Land (collectively, the "Appurtenances," and with the Land, the "Real Property").

1.3 All of Seller's right, title and interest in and to leases with tenants of the Project as of the Closing Date (as defined in Section 7.1) (the "Leases").

1.4 All of Seller's right, title and interest in and to all contracts and other agreements incident to the operation of the business conducted on the Real Property listed on Schedule 1.4 hereto (collectively, the "Service Contracts"), except to the extent such Service Contract(s) are terminable at or prior to Closing and Purchaser elects not to assume any such Service Contract(s) pursuant to this Agreement.

1.5 To the extent assignable, all interest in and to all governmental approvals, permits and licenses issued with respect to the Real Property (collectively, the “Licenses and Permits”), and all Seller’s interest in and to all drawings, plans, engineering reports, specifications, contract rights, and general intangibles related to the Real Property (collectively with the Licenses and Permits, the “Intangibles”).

2. Purchase Price. As consideration for purchasing the Property, Purchaser will pay to Seller the sum (“Purchase Price”) of Six Hundred Forty Thousand and No/100 Dollars (\$640,000.00), payable as follows:

2.1 Earnest Money. Upon execution of this Agreement, Purchaser will within 10 Business Days after the Effective Date deposit the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “Earnest Money”) with First American Title Insurance Company, National Commercial Services, Madison, Wisconsin, Attn: Chris Zak (“Escrow Agent”). Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement and a written escrow agreement (the “Escrow Agreement”) prepared on a customary form provided by the Escrow Agent, which Seller and Purchaser shall execute and deliver to one another and to Escrow Agent promptly after the execution of this Agreement. Notwithstanding anything in this paragraph to the contrary, the Earnest Money shall not be due until an Escrow Agreement has been duly executed by and delivered to each of Purchaser, Seller and Escrow Agent.

2.2 Balance of Purchase Price. The balance of the Purchase Price, plus or minus prorations and other adjustments provided hereunder will be due by Purchaser at Closing, which Purchaser shall pay in cash or other immediately available funds at Closing, with Escrow Agent making all closing disbursements. The Earnest Money, together with any interest accrued thereon, paid by Purchaser under this Agreement (including any additional deposit of Earnest Money, together with any interest accrued thereon, paid pursuant to Section 7.1 for an extension of the Closing Date) shall be credited against the Purchase Price.

3. Due Diligence.

3.1 Seller shall provide copies to Purchaser or otherwise make available to Purchaser at Purchaser’s office or at another location agreeable to Purchaser, all environmental studies, reports, permits, applications and remediation plans or assessments of the Property, and electronic or hard copies of any information Seller possesses relevant to the sale of the Property, including, without limitation, any surveys, title insurance policies, condition reports, the Leases, rent roll, the Service Contracts, building plans and specifications, and operating expense histories or estimates (collectively, the “Seller’s Diligence Materials”) within ten (10) days of the Effective Date.

3.2 Purchaser shall have a period of ninety (90) days from the Effective Date (the “Inspection Period”) to conduct the following reviews, investigations and analysis of the Property:

3.2.1 Review of Seller Diligence Materials. If Purchaser’s review of Seller’s Diligence Materials discloses any material condition of the Property which Purchaser

determines, in its sole discretion, is unsatisfactory for any reason, Purchaser may terminate this Agreement by providing Seller with a written notice of the same prior to the end of the Inspection Period, and Purchaser shall receive a return of the Earnest Money from Escrow Agent.

3.2.2 Inspections, Tests and Studies. During the Inspection Period, Purchaser and its Permittees (defined below) shall have the right, at Purchaser's sole risk and expense, to access the Property and to perform such investigations, inspections, tests and studies of the Property (including, but not limited to, "Phase I Assessments" and "Phase II Assessments" of the Real Property, and soils testing) as Purchaser shall deem necessary or advisable (the "Studies"). If, after the review of the information included in any of the Studies, Purchaser determines, in its sole discretion, that the material condition of the Property is not acceptable to Purchaser for any reason, then Purchaser may terminate this Agreement by providing Seller a written notice of the same prior to the end of the Inspection Period. In connection with the Studies, Seller shall permit Purchaser and its designated representatives, agents, consultants, appraisers, contractors and engineers (collectively, "Permittees"), access to and entry upon the Property to conduct the Studies, beginning upon the Effective Date, upon at least forty-eight (48) hours' prior written notice to Seller. Purchaser shall promptly repair any damage to the Property occasioned by Purchaser's or the Permittees' entry thereon and shall restore the Property to its condition immediately prior to such entry. Purchaser may terminate this Agreement for any reason, or no reason, at any time prior to expiration of the Inspection Period, by providing Seller with written notice of the same prior to the end of the Inspection Period, and Purchaser shall receive a return of the Earnest Money from Escrow Agent. If Purchaser does not give notice terminating this Agreement on or prior to the expiration of the Inspection Period, then this Agreement shall remain in full force and effect, the Earnest Money shall become non-refundable to Purchaser (except in case of Seller default or Purchaser's termination of this Agreement as otherwise provided herein), and the parties shall proceed to close the transaction contemplated by this Agreement.

3.3 Land Use Approvals. Purchaser shall secure all land use approvals necessary, in Purchaser's sole discretion, for the development of a multi-family housing project on the Property by July 28, 2017 (the "Land Use Contingency Period"). If Purchaser is unsuccessful in obtaining all necessary land use approvals within the Land Use Contingency Period, Purchaser may extend the Land Use Contingency Period for up to sixty (60) days by providing written notice to Seller prior to expiration of the then-current Land Use Contingency Period. Seller shall cooperate with Purchaser in Purchaser's attempt to obtain any and all land use approvals required by Purchaser, in Purchaser's sole discretion.

3.4 Demolition of the Building. Seller shall have the Building, including the foundation and all utilities, demolished and removed prior to Closing (the "Demolition Contingency"). Purchaser shall review and approve all demolition plans, including, but not limited to, the scope and manner of demolition and site remediation/fill plans and materials, which Purchaser shall review and approve or reject ten (10) days after having been presented to Purchaser. If Purchaser rejects, Purchaser shall state the reason for the rejection; Purchaser and Seller shall work in good faith to agree to revised demolition plans that meet Purchaser's needs at a reasonable cost to Seller. In the event Purchaser and Seller cannot come to an agreement, either party shall have the right to terminate this Agreement. If Purchaser does not reply within

ten (10) days, the demolition plans shall be deemed approved. The demolition and removal of the Building shall conform to all applicable laws and regulations. Upon completion of the demolition work, the site of the Building shall be filled with granular fill free from boulders, masonry, clay or otherwise unacceptable materials, such as sod or organic matter.

### 3.5 Title and Survey.

3.5.1 Within fifteen (15) days prior to Closing, Seller shall provide to Purchaser, at Seller's expense, a title commitment for an ALTA owner's policy of title insurance on the Real Property in the amount of the Purchaser Price (the "Title Commitment") and copies of all documents referenced in the Title Commitment from Escrow Agent (also referred to herein as the "Title Company"). The Title Commitment shall show title to the Property, as of a date no more than fifteen (15) days before delivery of the Title Commitment, to be in the condition called for in this Agreement and subject only to liens which will be paid at Closing and to any exceptions acceptable to Purchaser, in Purchaser's sole discretion (the "Permitted Exceptions"). During the Inspection Period, Purchaser may elect to obtain, at Purchaser's expense, a survey of the Property (a "Survey"). Purchaser shall have until the Closing Date to review and object to the condition of title reflected in the Title Commitment. Prior to the Closing Date, Purchaser may deliver to Seller a written notice of Purchaser's objections to any matters raised by its review of the Title Commitment (the "Title Objections"). If Purchaser does not deliver to Seller notice of any Title Objections on or prior 10 days before the expiration of the Inspection Period, then Purchaser shall be deemed to have waived its right to object to any matters appearing on the Title Commitment and any exceptions shall be considered Permitted Exceptions. Within ten (10) days of receipt of any such notice of Title Objections as set forth in this Section 3.5, Seller shall notify Purchaser in writing of Seller's election to cure, at Seller's sole expense, such Title Objections or Seller's election, in its sole and absolute discretion, to not cure such Title Objections ("Seller's Response Notice"). If Seller fails to provide Seller's Response Notice to Purchaser within the ten (10) day period provided above, then Seller will be deemed to have elected to not cure any Title Objections. If Seller fails to provide the Seller's Response Notice or provides the same electing not to cure any of the Title Objections, then Purchaser, in its sole and absolute discretion, either terminate this Agreement (whereupon this Agreement shall terminate and Purchaser shall receive the Earnest Money from Escrow Agent) or proceed to Closing and accept title to the Real Property subject to those Title Objections which Seller so notified Purchaser would not be cured.

3.5.2 At Closing, Seller shall convey to Purchaser fee simple title to the Real Property in the form of a warranty deed (the "Deed") free and clear of all mortgages, deeds of trust, ground leases, and judgment and mechanic's liens. In addition to any matters accepted by Purchaser or not objected to as set forth in the preceding paragraph, the "Permitted Exceptions" shall consist of: (i) the lien of general real estate taxes and other public charges for which Purchaser is responsible under this Agreement; and (ii) municipal and zoning ordinances.

3.5.3 At Closing, Seller shall: (i) execute Title Company's customary form of title affidavits to allow for the removal of standard title exceptions (other than those

relating to survey matters (which Purchaser shall be solely responsible for removing) and the rights of tenants as tenants only of the Building under Leases), which shall not add any new exceptions to title, and which shall provide indemnities relating to any gap coverage required by Purchaser; (ii) execute such other instruments as are customarily and reasonably required by the Title Company for compliance with tax reporting or disclosure requirements; and (iii) furnish such customary written evidence of Seller's organizational status and authority to consummate this transaction as the Title Company may reasonably require.

3.6 Intentionally omitted.

3.7 Termination by Purchaser; Failure to Terminate. If Purchaser elects to terminate this Agreement for any of the reasons set forth in this Section 3 during the time periods set forth herein, the Earnest Money shall promptly be returned to Purchaser upon Purchaser's delivery of a written termination notice to Seller and Purchaser shall promptly return the Seller's Diligence Materials to Seller. If such notice of termination is not received by Seller prior to expiration of the Inspection Period, the Land Use Contingency Period, or within the times otherwise set forth in this Section 3, then, unless this Agreement is terminated in accordance with the provisions of Sections 3, 7.4, 11.1, 12 or 13 of this Agreement, the Purchaser's right to terminate this Agreement pursuant to that respective provision of Section 3 shall be deemed waived and the Earnest Money shall become immediately non-refundable to Purchaser (and owned by Seller), but shall be applicable to the Purchase Price at Closing.

4. Covenants by Seller. Seller covenants and agrees with Purchaser as follows from the Effective Date until the Closing Date:

4.1 Transfers; Easements. Seller shall not transfer, encumber or restrict any of the Property or any interest therein, or create or permit to be created any easements on the Real Property.

4.2 Operation. Seller shall operate, maintain, repair and insure the Property in a manner consistent with the existing operation, maintenance, repair and insurance of the Property; provided that Seller's maintenance obligations under this Section shall not preclude demolition of the Building in accordance with this Agreement.

5. Representations and Warranties by Seller. Seller represents and warrants to Purchaser as follows as of the Effective Date and again as of the Closing Date:

5.1 Authority. This Agreement and Seller's Closing Documents when executed will be the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws. The person signing this Agreement on behalf of Seller is authorized to do so.

5.2 FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

5.3 Seller Organization. Seller is revocable trust validly existing and in good standing under the laws of the State of Wisconsin. Seller has the requisite power and authority to enter into and to perform its obligations under this Agreement and Seller's Closing Documents. This Agreement and Seller's Closing Documents when executed will be duly authorized by all necessary action on the part of the Seller and have been or will be duly executed and delivered by Seller. Seller's execution, delivery and performance of this Agreement and Seller's Closing Documents will not conflict with the result and the violation of Seller's organizational documents or any judgment, order or decree of any court or arbiter, to which Seller is a party.

5.4 No Judgments. There are no judgments, petitions, condemnations, suits, claims, causes of actions or moratoria or any other proceedings pending or to Seller's actual knowledge threatened against Seller or the Property before any court or other governmental, administrative, regulatory, adjudicatory, or arbitral body of any kind, which if decided adversely to the Seller would adversely affect (i) Seller's ability to perform the obligations of the Agreement or (ii) the Property. If Seller is served with process or receives notice that litigation or adversary proceeding may be commenced against Seller, Seller shall promptly notify Purchaser in writing of such matters.

5.5 No Violations. Seller has not received any notice from any municipal or other governmental authority of any presently outstanding and uncured violation of any zoning ordinance or related law applicable to the Property and to Seller's actual knowledge there are no such violations.

5.6 No Licenses, Leases, or Rights of Possession. Seller has not granted or agreed to grant any licenses, leases, easements or other rights of possession or use of the Property that will be binding on Purchaser after Closing, other than as disclosed in the title insurance commitment for the Property, or consented to by Purchaser, and Seller has not entered into any management, leasing, brokerage, services, supply or maintenance contracts with respect to the Property that will be binding upon the Property or Purchaser after Closing.

5.7 Seller has never operated a business on the Property. Settlor of Seller operated a printing business on the Property a number of years ago and Seller believes that prior thereto a previous owner operated a grocery store on the Property. Seller has very limited knowledge of the conditions of the Property. Accordingly, Seller does not know if the Property has been operated in compliance with all applicable Federal, State and local laws and regulations ("**Environmental Laws**") governing Hazardous Materials. Seller has not received any written notice or citation for noncompliance with respect to any Environmental Laws relating to the Property. Seller does not know whether any Hazardous Material has been or is currently being generated, stored, transported, utilized, disposed of, managed, treated, released or located on or from the Property (whether or not in reportable quantities). Seller does not know if there are any underground storage tanks under the Property. "**Hazardous Material**" means any hazardous or toxic waste, substance or material, pollutant or contaminant, or words of similar import, as the same may be defined from time to time in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.), as amended, or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et. seq.), as amended, or any other applicable Federal, State or local law ordinance, rule or

regulation relating to the environment, pollutants, contamination or similar matters (“**Environmental Laws**”).

5.8 No Special Assessments. Seller has received no written notice of, and has no actual knowledge of, any special assessments for public improvements against the Property, whether pending or threatened, including, without limitation, those for construction of sewer and water lines or mains, street lights, streets, sidewalks and curbs. If Seller receives written notice of any such assessment during the term of this Agreement, Seller will promptly notify Purchaser of same.

5.9 No Options or Rights to Purchase. Seller has not granted to any person or entity any option or other right to purchase the Property.

5.10 No Tax Proceedings. There are no tax reduction proceedings or appeals pending with respect to the Property.

5.11 AS-IS SALE. FOLLOWING THE SATISFACTION OR WAIVER OF THE DEMOLITION CONTINGENCY, THE PROPERTY AND ALL OTHER INTERESTS TO BE CONVEYED TO PURCHASER PURSUANT TO THIS AGREEMENT WILL BE PURCHASED BY PURCHASER IN AN “AS IS” AND “WHERE IS” CONDITION AND WITH ALL EXISTING DEFECTS AND FAULTS (PATENT AND LATENT), AND AS A RESULT OF SUCH INSPECTIONS AND INVESTIGATIONS AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE DEED AND ANY OTHER DOCUMENT DELIVERED AT CLOSING, NOT IN RELIANCE ON ANY AGREEMENT, UNDERSTANDING, CONDITION, OR REPRESENTATION MADE BY SELLER OR ANY AGENT, EMPLOYEE OR PRINCIPAL OF SELLER OR ANY OTHER PARTY, AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE DEED OR ANY OTHER MORTGAGE DELIVERED AT CLOSING, NEITHER SELLER, OR ANY AGENT OR EMPLOYEE OF SELLER NOR ANY OTHER PARTY ACTING ON BEHALF OF SELLER HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY SUCH AGREEMENT, CONDITION, REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED. THIS SECTION SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION WERE SPECIFICALLY BARGAINED FOR BETWEEN PURCHASER AND SELLER.

6. Representations, Warranties and Covenants by Purchaser. Purchaser represents, warrants and covenants to Seller as follows as of the Effective Date and again as of the Closing Date:

6.1 Authority. Purchaser is a duly organized and validly existing corporation and in good standing under the laws of the State of Illinois. Purchaser has the requisite power and authority to enter into this Agreement and Purchaser’s Closing Documents (as hereinafter defined). This Agreement and Purchaser’s Closing Documents when executed will be duly authorized by all necessary action on the part of Purchaser and have been or will be duly executed and delivered by Purchaser. Purchaser’s execution, delivery and performance of this Agreement and Purchaser’s Closing Documents will not conflict with or result in violation of

Purchaser's organizational documents, or any judgment, order or decree of any court or arbiter, to which Purchaser is a party. To Purchaser's knowledge, this Agreement and Purchaser's Closing Documents when executed will be valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

6.2 Actions against Purchaser. Purchaser (i) has not applied for, consented to, or is subject to the appointment of a receiver, trustee, custodian, liquidator or other similar official for itself or for all or a substantial part of its assets; (ii) is not subject to a bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding, or has admitted in writing its inability to pay its debts as they become due; (iii) has not made an assignment for the benefit of creditors; (iv) has not filed a petition or an answer seeking, consenting to, or acquiescing in a reorganization or an arrangement with creditors, or sought to take advantage of any bankruptcy law, insolvency law or other law for the benefit of debtors; or (v) has not filed an answer admitting the material obligations of a petition filed against it in any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar proceeding.

## 7. Closing.

7.1 Closing Date. Closing of the transaction contemplated by this Agreement ("Closing") shall occur on or before (a) the later to occur of (i) July 28, 2017, or (ii) fifteen (15) Business Days after the expiration of the Land Use Contingency Period as extended pursuant to this Agreement but no later than September 28, 2017, or (b) such other date agreed to in writing by Purchaser and Seller. Purchaser shall have the right to extend Closing as set forth in Section 3, above.. This transaction will be closed through escrow with the Title Company, in accordance with the terms and conditions of this Agreement. As used in this Agreement, the term "Closing Date" shall mean the date on which the Closing actually occurs.

7.2 Purchaser's Conditions Precedent to Closing. In addition to the satisfaction of Purchaser's contingencies set forth in Section 3 hereof, Purchaser's obligation to consummate the transaction contemplated by this Agreement will also be subject to satisfaction or waiver of each of the following conditions:

7.2.1 Representations and Warranties of Seller. The representations and warranties of Seller set forth herein, will be true and correct as of the Closing Date.

7.2.2 Obligations of Seller. Seller will have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement, in all material respects, including the payment or satisfaction of all obligations giving rise to liens and other costs required to be paid by Seller under this Agreement.

7.2.3 Title to the Real Property. Title to the Real Property shall be in the condition required by Section 3.5 of this Agreement, there shall be no new exceptions to title made between the effective date of the Title Report and the Closing Date, and the Title Company is ready, willing, and able to issue to Purchaser an owner's policy of title insurance in a form and with all endorsements as approved by Purchaser as evidenced by the Title Report and subject only to Permitted Exceptions in the amount of the Purchase Price and Seller complies with all

requirements set forth in the Title Report required by the Title Company of Seller for issuance of such title policy.

7.2.4 Closing Documents. Seller shall have executed and delivered the Seller's Closing Documents.

7.3 Seller's Conditions Precedent to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement will be subject to satisfaction or waiver of each of the following conditions:

7.3.1 Representations and Warranties of Purchaser. The representations and warranties of Purchaser set forth herein will be true and correct in all material respects.

7.3.2 Obligations of Purchaser. Purchaser will have performed all of the obligations required to be performed by Purchaser under this Agreement, as and when required by this Agreement, in all material respects.

7.3.3 Purchase Price. Purchaser shall have delivered the Purchase Price (subject to any adjustments described in this Agreement) to Escrow Agent.

7.3.4 Purchaser's Closing Documents. Purchaser shall have executed and delivered all of the Purchaser's Closing Documents.

7.4 Failure of Conditions to Closing. Notwithstanding anything to the contrary contained in this Agreement, if any of the conditions set forth in Sections 7.2 or 7.3 of this Agreement are not timely satisfied or waived (other than due to a default by one of the parties hereto, in which case the non-defaulting party shall be entitled to any remedy available to it under this Agreement for such default), or if this Agreement is otherwise terminated in accordance with the terms of this Agreement with reference to the provisions of this Section 7.4, then:

7.4.1 This Agreement and the rights and obligations of Purchaser and Seller hereunder shall terminate, and this Agreement shall be of no further force or effect, except for those matters which, by the express terms of this Agreement, survive the termination of this Agreement; and

7.4.2 All documents deposited by Purchaser shall be promptly returned by or through Escrow Agent to Purchaser, and all documents deposited by Seller shall be promptly returned by or through Escrow Agent to Seller; and

7.4.3 Except in the event of a default by Purchaser, all funds, including the Earnest Money, held by Escrow Agent (including, without limitation, the Earnest Money) shall be promptly delivered by Escrow Agent to Purchaser, less the amount of any fees and expenses required to be paid by Purchaser under Section 7.5 of this Agreement.

7.5 Fees and Expenses. If this Agreement terminates because of the non-satisfaction of any condition to Closing, the fees and expenses of the Escrow Agent and/or the Title Company shall be borne one-half (1/2) by Seller and one-half (1/2) by Purchaser (except

in the event that either Purchaser or Seller is in default under this Agreement, in which case the defaulting party shall pay the entire amount of such fees and expenses).

8. Seller's Closing Documents. On the Closing Date, Seller will execute and/or deliver to Escrow Agent or cause to be executed and/or delivered the following (collectively, "Seller's Closing Documents"):

8.1 Deed. The Deed conveying the Real Property to Purchaser subject to only the Permitted Exceptions, in the form of Exhibit B attached hereto.

8.2 Assignment and Assumption of Intangibles. An assignment and assumption agreement for Intangibles in the form of Exhibit C attached hereto (the "Assignment of Intangibles").

8.3 Assignment and Assumption of Leases. An assignment and assumption agreement for Leases in the form of Exhibit D attached hereto (the "Assignment of Leases").

8.4 Assignment and Assumption of Service Contracts. An assignment and assumption agreement for Service Contracts in the form of Exhibit E attached hereto (the "Assignment of Service Contracts").

8.5 Tenant Notice. A joint notice with Purchaser to be provided to tenants confirming the sale of the Property and providing Purchaser's contact information (the "Tenant Notice").

8.6 Seller's Affidavits. The title affidavits of Seller and such other documentation required (and acceptable to Seller, given the AS-IS nature of this transaction) by the Title Company and as required in Section 3.5 hereof.

8.7 FIRPTA Affidavit. A non-foreign affidavit signed by Seller in the form of Exhibit F attached hereto.

8.8 Title Documents. Seller shall executed and deliver such other documents as may be reasonably required (and acceptable to Seller, given the AS-IS nature of this transaction) by the Title Company in order to issue the Title Policy required by this Agreement.

8.9 Closing Statement. A closing statement in form and substance acceptable to both Seller and Purchaser, and consistent with the terms, provisions and conditions of this Agreement (the "Closing Statement").

8.10 Termination of Property Management and Other Contracts. Evidence of the termination of any Service Contracts that are terminable by Closing or that Purchaser is not assuming at Closing.

8.11 Transfer Tax Declarations; Other State Forms. Such transfer tax, affidavits or certificates as may be required by applicable law.

8.12 Any Required Environmental Reporting Documents. Any state required environmental reporting forms.

8.13 Miscellaneous. Such other documents, instruments and affidavits as will be reasonably necessary to consummate the transaction contemplated by this Agreement, including, without limitation, affidavits identifying any brokers involved as the only persons entitled to a brokerage or similar commission in connection with consummation of the transaction contemplated hereby.

9. Purchaser's Closing Documents. On the Closing Date, Purchaser will execute and/or deliver or cause to be executed and/or delivered to Escrow Agent the following (collectively, "Purchaser's Closing Documents"):

9.1 Purchase Price. The Purchase Price (including the Earnest Money), plus or minus prorations and other adjustments, if any, by wire transfer of immediately available funds.

9.2 Assignment and Assumption of Intangibles. The Assignment of Intangibles.

9.3 Assignment and Assumption of Leases. The Assignment of Leases.

9.4 Assignment of Service Contracts. The Assignment of Service Contracts.

9.5 Tenant Notice. The Tenant Notice.

9.6 Closing Statement. The Closing Statement.

9.7 Transfer Tax Declarations. Such transfer tax declarations, affidavits or certificates as may be required by applicable law.

9.8 Any Required Environmental Reporting Documents. Any state required environmental reporting forms.

9.9 Miscellaneous. Such other documents, instruments and affidavits as will be reasonably necessary to consummate the transaction contemplated by this Agreement, including, without limitation, affidavits identifying any brokers involved as the only persons entitled to a brokerage or similar commission in connection with consummation of the transaction contemplated hereby.

10. Adjustment and Prorations. At Closing, Seller and Purchaser will make the following adjustments and apportionment of expenses with respect to the Property:

10.1 Prorations. Except as expressly provided otherwise in this Section 10, real estate taxes, all utilities, operating expenses and other apportionable income and expenses paid or payable shall be apportioned pro rata on a per diem basis as of 12:01 A.M. on the Closing Date, with Purchaser deemed to be the owner of the Property on the Closing Date. All Rents paid pursuant to the Leases for the month in which the Closing Date occurs and received

by Seller shall be apportioned between Purchaser and Seller based upon the number of days during the month in which the Closing Date occurs that each party is treated as owning the Property. Purchaser shall not be required to give Seller any credits at Closing for Rent due Seller. If, on the Closing Date, there are any Rents due and unpaid from any tenant for any period prior to the Closing Date, Purchaser shall use its commercially reasonable efforts in accordance with its current business practices to collect the same after the Closing Date for sixty (60) days following the Closing provided Purchaser shall not be obligated to institute legal proceedings against the tenant with regard to the same. Any Rent received or collected by Purchaser after the Closing Date shall be applied as follows: (i) first, to Rent arrearages with respect to the month in which the Closing Date occurs (subject to apportionment as provided above); (ii) second, to Rent due for any period from and after the Closing Date; (iii) third, to Rent arrearages with respect to the period following the months in which the Closing Date shall occur; and (iv) fourth, to Rent arrearages with respect to the period prior to the month in which the Closing Date occurs. Rents do not include any Section 8 or similar payments, whether delinquent or not and all Section 8 and similar payments shall be prorated in accordance with the first sentence of this Section 10.1.

10.2 Real Estate Taxes and Special Assessments. All not yet due and payable real estate taxes on the Property and personal property taxes on personal property that remains on the Property, shall be prorated based on the tax bill for the calendar year in which the Closing occurs. If the tax bill for the current calendar year is not available, then the proration shall be based on the prior calendar year's tax bill. Seller shall be responsible for all real estate taxes relating to all periods of time prior to date of Closing and Purchaser shall be responsible for all real estate taxes related to the actual date of Closing and all periods of time thereafter. Seller shall pay on or before Closing, or provide Purchaser with a credit therefor at Closing, all special assessments pending, levied or constituting a lien against the Property as of the date of Closing. If after the Closing, any supplemental real estate and personal property taxes and assessments are assessed against the Property by reason of any event occurring prior to the Closing, or if there is any refund or other reduction in the taxes or assessed value of the Property for any period prior to Closing, then Purchaser and Seller shall re-prorate the real estate and personal property taxes and assessments following the Closing. Any delinquent real estate and personal property taxes and assessments on the Property shall be paid at the Closing by Seller. Notwithstanding anything in this Agreement to the contrary, any special assessment levied on the Property after the Effective Date shall be the full responsibility of the Purchaser without proration, unless the Closing does not occur.

10.3 Title Insurance. Seller will pay for the cost of the Title Report and the Title Policy (including extended coverage and a "gap" endorsement) in the amount of the Purchase Price. Purchaser will pay for the cost of any other endorsements to the Title Policy which Purchaser obtains from the Title Company and for the costs of any lender's title insurance policy endorsements, policy updates or amendments or any new policy which may be required by any lender in connection with any loan to Purchaser.

10.4 Closing Fee. Seller and Purchaser will each pay one-half (1/2) of any reasonable and customary escrow closing fees charged by the Title Company.

10.5 Transfer and Recording Taxes. Seller shall pay all applicable transfer taxes imposed by the state, county or local municipality in which the Real Property is located. Purchaser shall pay for the recording of the Deed.

10.6 Attorneys' Fees. Each of the parties will pay its own attorneys' fees; provided, however, in the event of any litigation between the parties arising out of this Agreement or the collection of any funds due Purchaser or Seller pursuant to this Agreement, the prevailing party shall be entitled to recover from the other all reasonable, out-of-pocket costs incurred, including without limitation reasonable attorneys' and paralegals' fees and litigation costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings.

10.7 Utilities. The Seller shall cause the reading of all utility services, including, without limitation, oil, water, electric, telephone, gas and sewer, to be made as of the Closing Date, or as soon as possible prior thereto and any charges for such utility services shall be prorated on an accrual basis as of the Closing Date. Seller shall pay all such expenses that accrue prior to the Closing and Purchaser shall pay all such expenses accruing on the Closing and thereafter. Seller shall receive a credit for any utility deposits made for such utilities, unless such utility deposits are refunded to Seller by the provider of the utility services.

10.8 Service Contracts. Charges under the Service Contracts assumed by Purchaser shall be prorated on the basis of the periods to which such Service Contracts relate. Purchaser shall not be responsible for any fees under Service Contracts not assumed by Purchaser.

10.9 Security Deposits and Prepaid Rents. From and after Closing, Seller shall retain any and all bank accounts, certificates of deposit, or any other cash or cash equivalent representing Security Deposits and prepaid rents and Purchaser shall be credited and Seller shall be debited with an amount equal to the amount of the Security Deposits and prepaid rents. Upon the Closing, Purchaser shall assume all of Seller's obligations with respect to the Security Deposits and prepaid rents.

10.10 Other Costs. All other costs will be allocated in accordance with the customs prevailing in similar transactions in the greater Madison, Wisconsin area. Purchaser shall pay all costs associated with any financing it obtains.

## 11. Default.

11.1 Seller Default. If Seller shall (i) fail to consummate the purchase and sale contemplated herein when required to do so pursuant to the provisions hereof, time being of the essence, and Purchaser is ready, willing and able to perform, or (ii) otherwise breach or default under any of the provisions of this Agreement and Seller does not immediately cure such failure, breach or default within thirty (30) days after receipt of written notice from Purchaser specifying the breach or default, then Purchaser shall be entitled to exercise only the following remedies: (A) enforce specific performance of the terms, provisions and conditions of this Agreement; or (B) terminate this Agreement, receive a return of the Earnest Money, and sue for actual damages.

11.2 Purchaser Default. If Purchaser shall (i) fail to consummate the purchase and sale contemplated herein when required to do so pursuant to the provisions hereof, time being of the essence, and Seller is ready, willing and able to perform, or (ii) otherwise breach or default under any of the provisions of this Agreement and Purchaser does not cure such failure, breach or default within thirty (30) days after receipt of written notice from Seller specifying the breach or default, then Seller shall be entitled to elect to (A) enforce specific performance of the terms, including applying the Earnest Money against the Purchase Price; or (B) terminate this Agreement and elect to (I) receive the Earnest Money or (II) sue for actual damages.

12. Damage. Seller shall bear all risk of loss or damage to the Property prior to Closing other than damage caused by Purchaser or its agents acting on Purchaser's behalf. In the event loss, damage or casualty which shall interfere with Purchaser's intended use of the Property, Purchaser shall have the right to terminate this Agreement by written notice to Seller given within seven (7) days after receipt by Purchaser of notice from Seller that such casualty has occurred. In the event of any such termination pursuant to this Section 12, the Earnest Money shall be promptly returned to Purchaser, Purchaser shall promptly return Seller's Materials to Seller, and Purchaser and Seller shall be relieved of further obligations under this Agreement, at law or in equity (except that the parties shall be entitled to enforce those obligations which expressly survive any termination of this Agreement). If Purchaser fails to elect to terminate (in the manner provided in this Section 12), then Seller will assign to Purchaser at the Closing Date all of Seller's right, title and interest in and to any insurance proceeds received (to the extent not already spent in connection therewith) or to be received as a result of such event.

13. Condemnation. If, prior to the scheduled Closing Date, eminent domain proceedings are commenced against the Property, Seller will promptly give notice to Purchaser of such fact. If such proceedings relate to all or any material part (including, but not by way of limitation, access and parking) of the Property, then at Purchaser's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate. In the event of any such termination pursuant to this Section 13, the Earnest Money shall be promptly returned to Purchaser, Purchaser shall promptly return Seller's Diligence Materials to Seller, and Purchaser and Seller shall be relieved of further obligations under this Agreement, at law or in equity (except that the parties shall be entitled to enforce those obligations which expressly survive any termination of this Agreement). If Purchaser fails to elect to terminate (in the manner provided in this Section 13), then Seller will assign to Purchaser at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings, and there will be no reduction in the Purchase Price.

14. Broker's Commission; Agency Disclosure. Seller represents and warrants to Purchaser that in connection with the transaction contemplated hereby, no third party broker or finder has been engaged or consulted by Seller or is entitled to compensation or commission in connection herewith. Seller will defend, indemnify and hold harmless Purchaser from and against any and all claims of any other brokers, finders or any like third party claiming any right to commission or compensation by or through acts of Seller in connection herewith. Purchaser represents and warrants to Seller that in connection with the transaction contemplated hereby, no third party broker or finder has been engaged or consulted by Purchaser or is entitled to compensation or commission in connection herewith. Purchaser will defend, indemnify and hold

harmless Seller from and against any and all claims of any other brokers, finders or any like party claiming any right to commission or compensation by or through acts of Purchaser in connection herewith. The indemnity obligations hereunder will include, without limitation, all damages, losses, risks, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from and related to matters being indemnified hereunder.

15. Assignment. Neither Purchaser nor Seller shall assign any of its rights or obligations under this Agreement. Notwithstanding the foregoing sentence, prior to Closing Purchaser may assign its rights under this Agreement to the City of Madison, the County of Dane or to any limited liability company with which Purchaser is, directly or indirectly, the sole owner of all membership interests (a "Permitted Assign"), or with the prior written consent of Seller, any other person or entity; provided, however, that such assignee shall assume all of Purchaser's obligations under this Agreement. In the event of any assignment permitted in accordance with the provisions of this Section 15, the closing documents shall, where appropriate, reflect the name of Permitted Assign rather than Purchaser. This Agreement may be assigned at any time prior to the Closing; provided, however, the assignment in and of itself shall not extend any deadlines set forth herein.

16. Notices. Any notice or other communication in connection with this Agreement will be in writing and will be sent by nationally recognized overnight courier guarantying next day delivery, by personal delivery, or by email transmission followed by delivery of a hard copy, properly addressed as follows:

If to Purchaser: Heartland Housing, Inc.  
208 S. La Salle St., Ste. 1300  
Chicago, IL 60604  
Attn: Michael Goldberg, Executive Director  
Fax: 312.660.1555  
Email: mgoldberg@heartlandalliance.org

with a copy to: Reinhart Boerner Van Deuren s.c.  
22 E. Mifflin St., Ste. 600  
Madison, WI 53703  
Attn: Joseph D. Shumow  
Fax: 608.220.2100  
Email: jshumow@reinhartlaw.com

If to Seller: Edward J. Mayland Revocable Trust  
1705 Parliament Court  
Lake Forest, IL 60045-3772  
Attn: Patricia Mayland  
Email: pmayland@comcast.net

With a copy to: Murphy Desmond S.C.  
33 East Main Street, Suite 500  
Madison, WI 53703  
Attn: Robert A. Pasch

Fax: 608.257.4333  
Email: RPasch@murphydesmond.com

All notices will be deemed one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day (i) if sent by personal delivery or (ii) if sent by email transmission and received by the recipient prior to 5:00 p.m. provided that delivery is made via overnight courier service the following business day. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified. Notice of change of address shall be given by written notice in the manner detailed in this Section 16. Each party's respective attorney shall have the right to deliver notices on such party's behalf.

17. Captions. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

18. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained, and all prior negotiations, discussions, writings and agreements between the parties with respect to the subject matter herein contained are superseded and of no further force and effect. No covenant, term or condition of this Agreement will be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

19. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. Controlling Law. This Agreement will be governed by and construed in accordance with the laws of the State in which the Real Property is located, without application of the choice of law rules of such State.

21. Severability. The unenforceability or invalidity of any provisions hereof will not render any other provision herein contained unenforceable or invalid.

22. Recordation. Neither this Agreement nor any notice of this Agreement shall be recorded.

23. Consequential/Punitive Damages. Notwithstanding anything in this Agreement to the contrary, in no event shall either party hereto be entitled to sue for or recover from the other consequential or punitive damages or lost profits in connection with this Agreement or the Property.

24. Time of Essence. Time is of the essence as to each and every provision of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Either party may rely upon a facsimile copy of an executed counterpart of this Agreement and this Agreement shall be enforceable against the party executing such counterpart.

26. Tax Credits. It is understood and agreed that the Purchaser will be applying to the Wisconsin Housing and Economic Development Authority (“WHEDA”) for approval of 9% competitive Section 42 Housing Tax Credits to acquire and develop the Property (the “Tax Credits”). Purchaser’s obligation to purchase the Property is contingent upon:

(a) Purchaser submitting an application to WHEDA for Tax Credits on or before March 3, 2017; and

(b) Purchaser receiving evidence of the award of the applied for amount of the Tax Credits (the “Credit Award”) for the project from WHEDA on or before July 28, 2017.

If Purchaser has not provided Seller with evidence of the award of the tax credits by WHEDA as described in this Section 26 on or before July 28, 2017, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller given on or before July 28, 2017. Seller agrees to cooperate with Purchaser in Purchaser’s attempts to obtain the Tax Credits.

27. Confidentiality. Purchaser shall treat this Agreement and the Seller’s Diligence Materials as confidential in all respects and shall not disclose the existence of this Agreement, the terms of this Agreement, the Seller’s Diligence or the results of its due diligence under this Agreement without the advance written consent of Seller, except for (i) disclosure only to the extent reasonably necessary to Purchaser’s representatives in connection with the transactions contemplated hereby; (ii) disclosure required by law or by regulators, including in response to a subpoena or similar process or as part of a filing required to be made under securities laws; (iii) disclosure in connection with litigation to enforce the terms of this Agreement; and (iv) disclosure by a party required to satisfy a condition precedent to Closing. Seller shall treat this Agreement as confidential in all respects and shall not disclose the existence of this Agreement or the terms of this Agreement, without the advance written consent of Purchaser, except for (i) disclosure only to the extent reasonably necessary to Seller’s representatives in connection with the transactions contemplated hereby; (ii) disclosure required by law or by regulators, including in response to a subpoena or similar process or as part of a filing required to be made under securities laws; (iii) disclosure in connection with litigation to enforce the terms of this Agreement; and (iv) disclosure by a party required to satisfy a condition precedent to Closing. The provisions of this Section 27 shall survive termination of this Agreement.

28. Business Days. If, under the terms of this Agreement, the time for the performance of any act, giving of notice, or making any payment falls on a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next succeeding business day.

29. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO.

PURCHASER AND SELLER EACH ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL. THE PROVISIONS OF THIS SECTION 29 SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND SHALL SURVIVE CLOSING AND THE DELIVERY OF THE DEED AT CLOSING.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed and delivered as of the Effective Date.

SELLER:

EDWARD J. MAYLAND REVOCABLE TRUST

By Patricia A. Mayland  
Name Patricia A. Mayland  
Its Trustee

PURCHASER:

HEARTLAND HOUSING, INC., an Illinois not-for-profit corporation

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

[signature page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed and delivered as of the Effective Date.

SELLER:

EDWARD J. MAYLAND REVOCABLE  
TRUST

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

PURCHASER:

HEARTLAND HOUSING, INC., an Illinois  
not-for-profit corporation

By   
Michael Goldberg, Executive Director

[signature page]

**Exhibit A**

**Legal Description of Land**

Parcel # 0709-262-0905-2

GRAND VIEW ADD TO S MADISON. SE 20 FT OF LOT 4 & ALL OF LOT 5, NWLY 45 FT OF LOT 6, EXC THE NE 20 FT THEREOF. PART OF LOTS 4, 5 & 6. BLOCK 2.

[Exhibit A]

**Schedule 1.4**  
**Service Contracts**

None.

[Schedule 1.4]

**Exhibit B**

**Form of Warranty Deed**

**Warranty Deed**

THIS DEED, made between [SELLER] (“Grantor”) and [PURCHASER] (“Grantee”). Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Fond du Lac County, State of Wisconsin (“Property”):

SEE EXHIBIT A ATTACHED HERETO.

Name and Return Address:

Parcel Identification Number:

This is not homestead property.

**WITNESSETH:**

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances, except: municipal and zoning ordinances, general taxes levied in the year of closing and those encumbrances set forth on Exhibit B attached hereto.

*[Signature page follows]*



EXHIBIT A (TO FORM DEED)

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE INSERTED FROM TITLE COMMITMENT]

EXHIBIT B (TO FORM DEED)

PERMITTED EXCEPTIONS

[TO BE INSERTED FROM TITLE COMMITMENT AND AS AGREED BY PURCHASER]

**Exhibit C**

**Form of Assignment and Assumption of Intangibles**

ASSIGNMENT AND ASSUMPTION OF INTANGIBLES AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLES AGREEMENT (this “**Assignment**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between [SELLER] (“**Assignor**”), and [PURCHASER] (“**Assignee**”).

**WITNESSETH:**

Assignor and \_\_\_\_\_ entered into that certain Real Estate Purchase and Sale Agreement, dated as of [\_\_\_\_\_], 2017 (the “**Agreement**”), regarding the sale of that certain real property being more fully described on Exhibit A attached hereto and made a part hereof (“**Real Property**”), together with all improvements and other property comprising the Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Under the Agreement, Assignor is obligated to assign to Assignee, to the extent assignable, all of Assignor’s right, title and interest, if any, in and to all governmental approvals, permits, licenses certificates of occupancy and the like issued with respect to the Real Property (collectively, the “**Licenses and Permits**”), any drawings, plans, engineering reports, specifications, contract rights, and general intangibles related to the Real Property (collectively with the Licenses and Permits, the “**Intangibles**”).

Under the Agreement, Assignee is obligated to accept such assignment and assume and agree to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the Intangibles on the Assignor’s part, as owner, to be kept, performed and observed.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. To the extent assignable, Assignor hereby assigns to Assignee all right, title and interest of Assignor, as owner, in, to and under the Intangibles. Assignee hereby accepts such assignment and assumes and agrees to keep, perform and observe all of the terms, covenants, agreements and conditions contained herein and in the Intangibles on Assignor’s part, as owner, to be kept, performed and observed with respect to any fact, event or circumstance that first occurs from and after the date of this Assignment.

2. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys’ fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with

Assignor's failure to perform obligations under the Intangibles occurring prior to the date of this Assignment.

3. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor, its legal representatives, successors and assigns or any of them arising out of or in connection with Assignee's failure to perform obligations under the Intangibles occurring from and after the date of this Assignment.

4. In the event of the bringing of any action or suit by a party hereto against another party thereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

5. The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

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

7. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

8. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Wisconsin.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption of Intangibles Agreement as of the day and year first above written.

ASSIGNOR:

[EXHIBIT ONLY]

ASSIGNEE:

[EXHIBIT ONLY]

**Exhibit A (TO EXHIBIT C)**  
**Legal Description of Real Property**

*[To be inserted]*

**Exhibit D**

**Form of Assignment and Assumption of Leases**

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this “**Assignment**”) is dated as of \_\_\_\_\_, 20\_\_, and is entered into by and between by and between [SELLER] (“**Assignor**”), and [PURCHASER] (“**Assignee**”), with respect to the following matters.

WITNESSETH:

Assignor and Assignee entered into that certain Real Estate Purchase and Sale Agreement, dated as of [\_\_\_\_\_], 2017 (the “**Agreement**”), regarding the sale of that certain real property being more fully described on Exhibit A attached hereto and made a part hereof, together with all improvements and other property comprising Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Assignor, as lessor, and certain tenants (“**Tenants**”) have entered into the Leases covering certain premises located on the Real Property.

Under the Agreement, to the extent assignable, Assignor is obligated to: (a) assign to Assignee any and all of its right, title and interest in and to all Leases; and (b) give Assignee a credit in an amount equal to the amount of the Tenant security deposits (“**Tenant Deposits**”) and prepaid rents.

Under the Agreement, Assignee is obligated to assume all of Seller’s obligations with respect to the Tenant Deposits and prepaid rents.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor’s estate, right, title and interest in and to the Leases, as set forth on Exhibit B hereto and Assignee hereby accepts such assignment and hereby assumes all of the obligations and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under or in connection with the Leases and Tenant Deposits from and after the date of this Assignment.

2. Assignee hereby acknowledges receipt of funds equal to the amount of, and in payment of, all Tenant Deposits and prepaid rents and hereby assumes all of the obligations in connection therewith.

3. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with Assignor's failure to perform obligations under the Leases occurring prior to the date of this Assignment.

4. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor, its legal representatives, successors and assigns or any of them arising out of or in connection with Assignee's failure to perform obligations under the Leases occurring from and after the date of this Assignment.

5. In the event of the bringing of any action or suit by a party hereto against another party thereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

6. The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

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

8. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

9. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Wisconsin.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

[EXHIBIT ONLY]

ASSIGNEE:

[EXHIBIT ONLY]

EXHIBIT A (TO ASSIGNMENT AND ASSUMPTION OF LEASES)

LEGAL DESCRIPTION OF THE REAL PROPERTY

*[To be inserted]*

EXHIBIT B (TO ASSIGNMENT AND ASSUMPTION OF LEASES)

LEASES

*[To be inserted]*

**Exhibit E**

**Form of Assignment and Assumption of Service Contracts Agreement**

ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS AGREEMENT (this “**Assignment**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between [SELLER] (“**Assignor**”), and [PURCHASER] (“**Assignee**”).

**WITNESSETH:**

Assignor and Assignee entered into that certain Real Estate Purchase and Sale Agreement, dated as of [\_\_\_\_\_], 2017 (the “**Agreement**”), regarding the sale of that certain real property being more fully described on Exhibit A attached hereto and made a part hereof (“**Real Property**”), together with all improvements and other property comprising the Property (as defined in the Agreement). Unless otherwise indicated herein, all capitalized terms in this Assignment shall have the meaning ascribed to them in the Agreement.

Under the Agreement, Assignor is obligated to assign to Assignee, to the extent assignable, all of Assignor’s right, title and interest, if any, in and to the service contracts set forth on Exhibit B attached hereto and made a part hereof (“**Service Contracts**”) and to delegate any and all of its obligations and responsibilities under the Service Contracts from and after the date hereof to Assignee.

Under the Agreement, Assignee is obligated to accept such assignment and assume and agree to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the Service Contracts on Assignor’s part to be kept, performed and observed.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor’s estate, right, title and interest in and to the Service Contracts and Assignee hereby accepts such assignment and hereby assumes all of the obligations and agrees to pay, perform and discharge all of the terms, covenants and conditions, in each case arising or accruing under the Service Contracts from and after the date of this Assignment.

2. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys’ fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with

Assignor's failure to perform obligations under the Service Contracts occurring prior to the date of this Assignment.

3. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor, its legal representatives, successors and assigns or any of them arising out of or in connection with Assignee's failure to perform obligations under the Service Contracts occurring from and after the date of this Assignment.

4. In the event of the bringing of any action or suit by a party hereto against another party thereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees and costs.

5. The transfers and assumptions given effect by this Assignment are limited by and made expressly subject to the terms, covenants and conditions set forth in the Agreement.

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

7. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

8. This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Wisconsin.

[Signature Page Follows]

[Exhibit E-2]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption of Service Contracts Agreement as of the day and year first above written.

ASSIGNOR:

[EXHIBIT ONLY]

ASSIGNEE:

[EXHIBIT ONLY]

**Exhibit A (to Assignment and Assumption of Service Contracts)**

**Legal Description of Real Property**

*[To be inserted]*

**Exhibit B (to Assignment and Assumption of Service Contracts)**

**Service Contracts**

*[To be inserted]*

**Exhibit F**

**Form of FIRPTA**

**TAXPAYER'S CERTIFICATION OF NON-FOREIGN STATUS**

To inform [PURCHASER] (“**Transferee**”), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (“**Code**”), will not be required upon the transfer of certain real property to the Transferee by [SELLER], the undersigned (“**Taxpayer**”) hereby certifies the following on behalf of the Taxpayer:

1. That Taxpayer is a United States person and is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

Taxpayer is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;

The Taxpayer's U.S. employer identification number is [\_\_\_\_\_]; and

The Taxpayer's office address is c/o [\_\_\_\_\_], Attention: [\_\_\_\_\_].

The Taxpayer understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Taxpayer.

Date: \_\_\_\_\_

[SELLER]

[EXHIBIT ONLY]