

COMMON COUNCIL MEETING

City of Kaukauna
Council Chambers
Municipal Services Building
144 W. Second Street, Kaukauna



Tuesday, February 01, 2022 at 7:00 PM

AGENDA

In-Person

1. Roll call, one minute of silent prayer, Pledge of Allegiance to the American Flag.
2. Reading and approval of minutes.
 - a. [Common Council Meeting Minutes of January 18, 2022.](#)
3. Presentation of letters, petitions, remonstrances, memorials, and accounts.
 - a. [Bills Payable.](#)
4. Public appearances.
5. Business presented by Mayor.
 - a. Appointment of Satia Kavanaugh Vander Loop to KATODA.
 - b. Reappointment of Laura Lindberg to KATODA.
 - c. Reappointment of Chris Wardlow to KATODA.
 - d. Reappointment of Karen Wirth to KATODA.
 - e. Reappointment of John W. Neumeier to the Public Housing Authority.
6. Reports of standing and special committees.
 - a. [Board of Public Works Meeting Minutes of January 31, 2022.](#)
 - b. [Plan Commission Meeting Minutes of December 2, 2022.](#)
 - c. [Grignon Mansion Meeting Minutes of November 22, 2021.](#)
 - d. [Kaukauna Public Library Board Meeting Minutes of November 23, 2021.](#)
 - e. [Kaukauna Public Library Board Special Meeting Minutes of November 10, 2021.](#)
 - f. [1000 Islands Environmental Center Committee Meeting Minutes of November 18, 2021.](#)
 - g. [Operator \(Bartender\) Licenses.](#)
7. Reports of City officers.
 - a. [Loan Agreement to Kaukauna Housing Authority.](#)
8. Presentation of ordinances and resolutions.
 - a. [Resolution 2022-5321 Preliminary Resolution Declaring Intent To Exercise Special Assessment Police Powers for Public Improvements to Alleys Abutting Properties Along West 6th Street, West 7th Street, West 8th Street, Dodge Street, East 8th Street, East 9th Street, and East 10th Street..](#)
 - b. [Resolution 2022-5322 Resolution Approving the Dedication of Green Haven Lane.](#)
 - c. [Resolution 2022-5323 Resolution Authorizing the Mayor and Clerk to enter into a loan agreement with Kaukauna RAD, LLC.](#)

9. Closed session.
 - a. Adjourn to Closed Session Pursuant to 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee.
 - b. Return to Open Session for possible action.
 - c. Adjourn to Closed Session Pursuant to State Statute 19.85(1)(e) to discuss disposition of municipally owned property (Lot 11 Inside the Park Place).
 - d. Return to Open Session for possible action.
 - e. Adjourn to Closed Session Pursuant to State Statute 19.85(1)(g) to confer with legal council with respect to litigation in which the City is or is likely to become involved.
 - f. Return to Open Session for possible action.
10. Consideration of Miscellaneous Business.
11. Adjourn.

NOTICES

This constitutes a meeting of the City Council pursuant to State ex. Rel. Badke v. Greendale Village Bd., 173 Wis.2d 553, 494 N. W.2d 408 (1993), and must be noticed as such, although the Council will not take any formal action at this meeting.

IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.

WE ARE FOLLOWING CDC GUIDELINES REGARDING MASK-WEARING IN CITY FACILITIES.

Join Zoom Meeting

<https://us06web.zoom.us/j/2346054161?pwd=SWRkZ3k5V2t0MDkzN241d0RvR3h1QT09>

Meeting ID: 234 605 4161

Passcode: 54130

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COUNCIL PROCEEDINGS - COUNCIL CHAMBERS – KAUKAUNA, WISCONSIN – January 18, 2022

Pursuant to adjournment on January 4, 2022 meeting of the Common Council of the City of Kaukauna was called to order by Mayor Penterman at 7:00 P.M. on Tuesday, January 18, 2022.

Roll call present: Antoine, Coenen, DeCoster, Eggleston, Kilgas, Moore, Schell and Thiele.

Also present: Attorney Davidson, DPW/Eng. Neumeier, Fin. Dir. Van Rossum, Planner Stephenson, Fire Chief Carrel, Street Sup. VandenHeuvel, Grignon Mansion Dir. Mickelson, HR Dir. Swaney, Library Dir. Thiem-Menning, Retired DPW/Eng. Sundelius and interested citizens.

One minute of silent prayer and the Pledge of Allegiance to the American Flag observed by the assembly.

Motion by Moore, seconded by Eggleston to suspend the rules and waive the reading of the minutes of the Common Council meeting of January 4, 2022.

All Ald. voted aye.

Motion carried.

Motion by Moore, seconded by Antoine to adopt the minutes of the Common Council meeting of January 4, 2022.

All Ald. voted aye.

Motion carried.

PRESENTATION OF LETTERS, PETITIONS, REMONSTRANCES, MEMORIALS, AND ACCOUNTS

Bills Payable

Motion by Moore, seconded by Coenen to pay bills out of the proper accounts.

All Ald. voted aye.

Motion carried.

PUBLIC APPEARANCES - No one appeared.

Mayor Penterman introduced and welcomed new HR Director Shanon Swaney.

Mayor Penterman informed the Council of the Skate Day event being held on Friday, January 21, 2022 from 2:00 to 4:00 PM at Horseshoe Valley Park. Hot chocolate and cookies will be served. There will also be a bonfire.

BUSINESS PRESENTED BY THE MAYOR

Retirement of DPW/City Engineer John Sundelius.

Mayor Penterman congratulated John Sundelius on his retirement after 35+ years of service to the City of Kaukauna. Finance Director Van Rossum and Mayor Penterman gave a John a sign in recognition of his retirement.

Appointment of Kelli Antoine to the ARA Exhibition Center Advisory Committee.

Motion by Coenen, seconded by Moore to appoint Kelli Antoine to the ARA Exhibition Center Advisory Committee.

All Ald. voted aye.

Motion carried.

Appointment of Gavin Schmitt to the Grignon Mansion Board.

Motion by Kilgas, seconded by Eggleston to appoint Gavin Schmitt to the Grignon Mansion Board.

All Ald. voted aye.

Motion carried.

Reappointment of Patty DeGoey to the Grignon Mansion Board.

Motion by Thiele, seconded by Coenen to reappoint Patty DeGoey to the Grignon Mansion Board.

All Ald. voted aye.

Motion carried.

Reappointment of Al Borchardt to the Grignon Mansion Board.

Motion by Thiele, seconded by Moore to reappoint Al Borchardt to the Grignon Mansion Board.

All Ald. voted aye.

Motion carried.

St. Ignatius Athletic Association Donation to Farmers Market.

A donation of \$525 was made to the Farmers Market by St. Ignatius Athletic Association for the use of the lot to sell Christmas trees.

Proclamation City of Kaukauna School Choice Week January 23rd through January 29th, 2022.

Mayor Penterman read the proclamation.

Motion by Moore, seconded by Kilgas to receive and place on file the Proclamation.

All Ald. voted aye.

Motion carried.

REPORTS OF STANDING AND SPECIAL COMMITTEES

Board of Public Works Meeting Minutes of January 17, 2022.

BOARD OF PUBLIC WORKS

A meeting of the Board of Public Works was called to order by Vice-Chairman Coenen on Monday, January 17, 2022 at 6:00 P.M.

Members present: Antoine, Coenen, DeCoster, Eggleston, Kilgas, Moore, and Schell.

Absent & Excused: Thiele.

Also present: Mayor Penterman, Attorney Davidson, DPW/Eng. Neumeier, Fin. Dir. Van Rossum, Police Chief Graff, Street Sup. Vanden Heuvel and interested citizens.

Motion by Moore, seconded by Eggleston to excuse the absent member.
 All members present voted aye.
 Motion carried.

1. Correspondence – none.

2. Discussion Topics.

a. Authorization to seek bids for Project #2-22, Kenneth Avenue Area Utility Relay - 8th Street to Whitney Street.

The Engineering Department is completing plans for our annual utility relay project with Kaukauna Utilities. The proposed project is in the Kenneth Avenue to Crooks Avenue neighborhoods; a map was provided. The project will include replacement of sanitary sewer, water mains, private laterals from the main to the homes, and restoration of the affected areas. Questions from the Board were answered.

Motion by Moore, seconded by Antoine to authorize the Engineering Department to seek bids for Project #2-22, Kenneth Avenue Area Utility Relay – 8th Street to Whitney Street.
 All members present voted aye.
 Motion carried.

b. Snow Removal Bill for 900 W. Wisconsin Avenue (Henschel).

Motion by DeCoster, seconded by Moore to allow the resident of 900 W. Wisconsin Avenue to speak regarding the snow removal.
 All members present voted aye.
 Motion carried.

Wayne Huss, 900 W. Wisconsin Avenue spoke in defense of having the city remove snow from his cross walk and then bill him. Questions from the Board were answered.

c. Snow Removal Bill for 1311 Kay Drive (Fischer).

Residents from the address did not attend the meeting to discuss the snow removal bill.

3. General Matters - None.

4. Adjourn.

Motion made by Moore, seconded by DeCoster to adjourn.
 All members present voted aye.
 Motion carried.

Meeting adjourned at 6:12 p.m.

Sally Kenney, Clerk

Motion by Thiele, seconded by Schell to adopt the Board of Public Works Meeting Minutes of January 17, 2022 as presented.

All Ald. voted aye.

Motion carried.

Health & Recreation Meeting Minutes of January 17, 2022.

HEALTH AND RECREATION COMMITTEE

A meeting of the Health and Recreation Committee was called to order by Chairman DeCoster on Monday, January 17, 2022 at 6:15 P.M.

Members present: Coenen, DeCoster, Eggleston, and Schell.

Also present: Mayor Penterman, Ald. Antoine, Ald. Kilgas, Ald. Moore, Attorney Davidson, DPW/Eng. Neumeier, Police Chief Graff, Fin. Dir. Van Rossum, Street Sup. VandenHeuvel and interested citizens.

1. Correspondence – None.

2. Discussion Topics.

- a. **Temporary Class B License to Holy Cross Parish/St. Ignatius Catholic School, 220 Doty Street, gym, lobby, cafeteria, & playground, on Saturday, February 5, 2022 for "That Chili Thing".**

Motion by Coenen, seconded by Schell to grant the Temporary Class B License to Holy Cross Parish/St. Ignatius Catholic School, 220 Doty Street, gym, lobby, cafeteria, & playground, on Saturday, February 5, 2022 for "That Chili Thing".

All members voted aye.

Motion carried.

- b. **Temporary Class B License to Holy Cross Parish/St. Ignatius Catholic School, 220 Doty Street, gym, lobby, & cafeteria, on March 25, 26, & 27, 2022 for "Holy Cross Men's Open".**

Motion by Schell, seconded Eggleston to grant the Temporary Class B License to Holy Cross Parish/St. Ignatius Catholic School, 220 Doty Street, gym, lobby, & cafeteria, on March 25, 26, & 27, 2022 for "Holy Cross Men's Open".

All members voted aye.

Motion carried.

- c. **Temporary Class B License to Holy Cross Parish/St. Ignatius Catholic School, 220 Doty Street, gym, lobby, & cafeteria, on April 1, 2, & 3, 2022 for "Holy Cross Men's Open".**

Motion by Eggleston, seconded by Coenen to grant the Temporary Class B License to Holy Cross Parish/St. Ignatius Catholic School, 220 Doty Street, gym, lobby, & cafeteria, on April 1, 2, & 3, 2022 for "Holy Cross Men's Open".

All members voted aye.

Motion carried.

3. General Matters – None.

4. Adjourn.

Motion made by Coenen, seconded by Schell to adjourn.
 All members voted aye.
 Motion carried.

Meeting adjourned at 6:17 pm.

Sally Kenney
 Clerk

Motion by DeCoster, seconded by Coenen to adopt the Health & Recreation Meeting Minutes of January 17, 2022 as presented.
 All Ald. voted aye.
 Motion carried.

Committee of the Whole Meeting Minutes of January 13, 2022.

Motion by Moore, seconded by Antoine to receive and place on file the Committee of the Whole Meeting Minutes of January 13, 2022.
 All Ald. voted aye.
 Motion carried.

Plan Commission Meeting Minutes of November 18, 2021.

Motion by Moore, seconded by Schell to receive and place on file the Plan Commission Meeting Minutes of November 18, 2021.
 All Ald. voted aye.
 Motion carried.

Heart of the Valley Metropolitan Sewerage District Regular Meeting Minutes of December 14, 2021.

Motion by Moore, seconded by Kilgas to receive and place on file the Heart of the Valley Metropolitan Sewerage District Regular Meeting Minutes of December 14, 2021.
 All Ald. voted aye.
 Motion carried.

Operators/Bartenders License

The following applicant has applied for an operator's license for the license year 2020-2022 and have been recommended for approval based on their record check by the police department:

Kohler	Tiffani	T.	132 S. Buchanan St.	Appleton
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Motion by DeCoster, seconded by Eggleston to grant the operator/bartender license.
 All Ald. voted aye.
 Motion carried.

REPORTS OF CITY OFFICERS

Fire Report

Motion by Moore, seconded by Coenen to receive and place on file the December 2021 Fire Report.
 All Ald. voted aye.
 Motion carried.

Ambulance Report

Motion by Moore, seconded by Kilgas to receive and place on file the December 2021 Ambulance Report.

All Ald. voted aye.

Motion carried.

Police Report

Motion made by Moore, seconded by Kilgas to receive and place on file the December 2021 Police Report.

All Ald. voted aye.

Motion carried.

Municipal Court Report

Motion made by Moore, seconded by Schell to receive and place on file the December 2021 Municipal Court Report.

All Ald. voted aye.

Motion carried.

Clerk-Treasurer's Deposit Report

Motion by Moore, seconded by Kilgas to receive and place on file the December 2021 Clerk-Treasurer's Deposit Report.

All Ald. voted aye.

Motion carried.

Building Permit Summary Report

Motion made by Moore, seconded by Coenen to receive and place on file the December 2021 Building Permit Summary Report.

All Ald. voted aye.

Motion carried.

Authorization to sign MOU with City of Appleton Fire Department for grant application.

Chief Carrel is seeking to join area fire departments in applying for the Department of Homeland Security "Assistance to Firefighters Grant" program for the replacement of our current portable radio inventory. The City was informed in 2021 that the required batteries for our radios would no longer be available for purchase. Non-certified batteries will be available, but the purchase of non-certified batteries will render our radios unsafe to use in hazardous environments where flammable gases may be present. This is an unfortunate and unplanned situation, and therefore we are seeking alternative funding options. This grant opportunity would allow for a full replacement of our inventory, with a 5% match from the city. The total ask for Kaukauna is just over \$343,000, and our match would be \$17,000. We feel that joining forces with our area departments will increase our chances of success in the grant process. Entering into this MOU is only a commitment to apply for the grant, with the assistance of the Appleton Fire Department.

Motion by Antoine, seconded by Moore to authorize the Fire Chief and Mayor to enter into a MOU with City of Appleton Fire Department for grant application.

All Ald. voted aye.

Motion carried.

Grignon Mansion Annual Report.

Grignon Mansion Director Mickelson gave an overview of the annual report and answered questions from the Council.

Motion by Coenen, seconded by Thiele to receive and place on file the Grignon Mansion Annual Report.

All Ald. voted aye.

Motion carried.

PRESENTATION OF ORDINANCES AND RESOLUTIONS

Resolution 2022- 5317 World Migratory Bird Day.

Motion by Moore, seconded by Coenen to suspend the rules and waive the reading of Resolution 2022-5317.

All Ald. voted aye.

Motion carried.

Motion by Moore, seconded by DeCoster to adopt Resolution 2022-5317.

All Ald. voted aye.

Motion carried.

Resolution 2022-5318 Resolution Approving a Lot Configuration for Lot 11 and 12 of Inside the Park Place Subdivision.

Motion by Moore, seconded by DeCoster to suspend the rules and waive the reading of Resolution 2022-5318.

All Ald. voted aye.

Motion carried.

Motion by Moore, seconded by Antoine to adopt Resolution 2022-5318.

All Ald. voted aye.

Motion carried.

Resolution 2022-5319 Resolution for Adoption of Conveyance of Non-exclusive Easement with AT&T Corp.

Motion by Moore, seconded by Kilgas to suspend the rules and waive the reading of Resolution 2022-5319.

All Ald. voted aye.

Motion carried.

Motion by Moore, seconded by Coenen to adopt Resolution 2022-5319.

All Ald. voted aye.

Motion carried.

Resolution 2022-5320 Resolution Authorizing Mayor to sign a 12' Utility Easement Agreement.

Motion by Moore, seconded by Schell to suspend the rules and waive the reading of Resolution 2022-5320.

All Ald. voted aye.

Motion carried.

Motion by Moore, seconded by Antoine to adopt Resolution 2022-5320.

All Ald. voted aye.

Motion carried.

Ordinance 1855-2022 Ordinance Repealing and Recreating Parking Ordinance on Augustine Street.
Motion by Moore, seconded by Eggleston to suspend the rules and waive the reading Ordinance 1855-2022.

All Ald. voted aye.
Motion carried.

Motion by Moore, seconded by Eggleston to adopt Ordinance 1855-2022.

All Ald. voted aye.
Motion carried.

Ordinance 1856-2022 Ordinance Amending the General Ordinances of the City of Kaukauna, Wisconsin.

Motion by Moore, seconded by Schell to suspend the rules and waive the reading Ordinance 1856-2022.

All Ald. voted aye.
Motion carried.

Motion by Moore, seconded by Antoine to adopt Ordinance 1856-2022.

All Ald. voted aye.
Motion carried.

CONSIDERATION OF MISCELLANEOUS BUSINESS

Ald. Moore thanked Mayor Penterman and Finance Director Van Rossum for the thoughtful gift presented to John Sundelius upon his retirement.

As President of the Kaukauna Common Council, Ald. Moore welcomed HR Director Swaney.

Ald. DeCoster asked to have an update on the hotel and apartment complex.

ADJOURN

Motion by Thiele, seconded by Moore to adjourn.

All Ald. voted aye.
Motion carried.

Meeting adjourned at 7:41 p.m.

Sally Kenney, Clerk

Accounts Payable

Checks for Approval

User: cnelson
Printed: 1/20/2022 - 3:48 PM



Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	01/07/2022	General Fund	Lease - Buildings	Grand Kakalin LLC		11,993.00
0	01/07/2022	General Fund	Maintenance - Buildings	Grand Kakalin LLC		10,833.00
0	01/14/2022	General Fund	Miscellaneous	Garrow Oil Corp.		20,506.61
0	01/06/2022	General Fund	Group Health Insurance	Wisconsin Employee Trust Funds (ETF)		319,979.82
0	01/06/2022	General Fund	Supplemental Dental/Vision Ins	Delta Dental of Wisconsin		1,103.62
0	01/06/2022	General Fund	Supplemental Dental/Vision Ins	Delta Dental of Wisconsin		209.40
0	01/06/2022	General Fund	Group Life Insurance	Securian Financial Group, Inc.		2,704.19
115347	01/07/2022	1000 Islands	Building Rental (Non-Taxable)	Donna Allen		200.00
115348	01/07/2022	General Fund	Contractual Services	Amplitel Technologies LLC		1,334.95
115349	01/07/2022	General Fund	Automotive	Baycom Inc.		2,869.00
115350	01/07/2022	Sanitary Sewer Utility	Contractual Services	BoardmanClark		2,957.50
115351	01/07/2022	General Fund	Facilities Rental Non-Taxable	Liz Brittnacher		200.00
115352	01/07/2022	1000 Islands	Restricted Funds	Carstens Ace Hardware		29.48
115352	01/07/2022	1000 Islands	Miscellaneous	Carstens Ace Hardware		13.27
115352	01/07/2022	1000 Islands	Maintenance - Automotive	Carstens Ace Hardware		12.17
115352	01/07/2022	1000 Islands	Conservancy Zone Maint	Carstens Ace Hardware		37.31
115352	01/07/2022	General Fund	Recreation	Carstens Ace Hardware		34.06
115352	01/07/2022	General Fund	Dog Park Supplies	Carstens Ace Hardware		37.41
115352	01/07/2022	General Fund	Maintenance - Buildings	Carstens Ace Hardware		14.38
115352	01/07/2022	General Fund	General Supplies	Carstens Ace Hardware		31.98
115352	01/07/2022	General Fund	Miscellaneous	Carstens Ace Hardware		17.86
115352	01/07/2022	General Fund	Maintenance - Automotive	Carstens Ace Hardware		27.54
115352	01/07/2022	General Fund	General Supplies	Carstens Ace Hardware		25.98
115352	01/07/2022	General Fund	Maintenance - Roads & Walks	Carstens Ace Hardware		52.38
115352	01/07/2022	General Fund	General Supplies	Carstens Ace Hardware		13.34
115352	01/07/2022	General Fund	General Supplies	Carstens Ace Hardware		11.69
115352	01/07/2022	General Fund	Maintenance - All Other Equipm	Carstens Ace Hardware		10.23
115352	01/07/2022	General Fund	Maintenance - Automotive	Carstens Ace Hardware		10.79
115352	01/07/2022	General Fund	Maintenance - All Other Equipm	Carstens Ace Hardware		3.59
115352	01/07/2022	General Fund	General Supplies	Carstens Ace Hardware		5.44
115352	01/07/2022	General Fund	General Supplies	Carstens Ace Hardware		11.69
115352	01/07/2022	General Fund	General Supplies	Carstens Ace Hardware		32.50
115352	01/07/2022	Storm Water Utility	Maintenance - Automotive	Carstens Ace Hardware		1.07
115352	01/07/2022	Sanitary Sewer Utility	Maintenance - All Other Equip	Carstens Ace Hardware		8.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
115352	01/07/2022	Sanitary Sewer Utility	Maintenance - All Other Equip	Carstens Ace Hardware		13.48
115353	01/07/2022	1000 Islands	Contractual Services	Cleaning Solution Services, Inc.		625.00
115354	01/07/2022	General Fund	K9 Donations	Community Foundation - Kaukauna K-9 Fund		80.00
115355	01/07/2022	General Fund	Miscellaneous	Eagle Sign & Design LLC		400.00
115356	01/07/2022	General Fund	Expense Allowance	Julie Eiting		50.00
115357	01/07/2022	1000 Islands	Conservancy Zone Maint	Enterprise Electric Inc		715.26
115358	01/07/2022	1000 Islands	Conservancy Zone Maint	Evergreen Power, LLC		296.00
115359	01/07/2022	General Fund	Facilities Rental Non-Taxable	Wayne Feldkamp		200.00
115360	01/07/2022	1000 Islands	Expendable Supplies	Fox Specialty Company LLC		44.76
115361	01/07/2022	General Fund	General Insurance	Fox Valley Safety & Training		2,400.00
115362	01/07/2022	General Fund	Bank and Credit Card Fees	Gila, LLC		198.82
115362	01/07/2022	General Fund	Bank and Credit Card Fees	Gila, LLC		4.18
115362	01/07/2022	General Fund	Bank and Credit Card Fees	Gila, LLC		5.10
115362	01/07/2022	General Fund	Bank and Credit Card Fees	Gila, LLC		111.25
115362	01/07/2022	General Fund	Bank and Credit Card Fees	Gila, LLC		16.75
115363	01/07/2022	General Fund	Wellness Program	Jamie Graff		200.00
115364	01/07/2022	General Fund	Police Fees	Green Bay Municipal Court		1,571.00
115365	01/07/2022	General Fund	Police Fees	Green Bay Municipal Court		376.00
115366	01/07/2022	General Fund	Building Permit	Heart of The Valley Metro.		10,042.00
115367	01/07/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		158.14
115367	01/07/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		21,191.85
115367	01/07/2022	Sanitary Sewer Utility	Water Sewer & Electric	Kaukauna Utilities		1,195.28
115367	01/07/2022	Sanitary Sewer Utility	Water Sewer & Electric	Kaukauna Utilities		46.98
115367	01/07/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		1,110.92
115367	01/07/2022	Grignon Home	Water Sewer & Electric	Kaukauna Utilities		219.91
115367	01/07/2022	General Fund	Water Sewer & Electric	Kaukauna Utilities		1,750.21
115367	01/07/2022	Environmental Remediate TID	Remediation Costs - City	Kaukauna Utilities		16.24
115368	01/07/2022	General Fund	Travel - City Business	Sally Kenney		49.96
115369	01/07/2022	1000 Islands	Building Rental (Non-Taxable)	Ken Koester		200.00
115369	01/07/2022	1000 Islands	Building Rental (Taxable)	Ken Koester		75.00
115370	01/07/2022	General Fund	Miscellaneous	Donald J. Krueger		122.53
115371	01/07/2022	General Fund	Accrued 10% Fines	Kwik Trip, Inc.		41.42
115372	01/07/2022	Special Assessment Fund	Unidentifiable Rec Sys Rev	L5 Holdings		34.28
115373	01/07/2022	General Fund	Contractual Services	LeadsOnline		1,532.64
115374	01/07/2022	General Fund	Education & Memberships	League of Wisconsin Municipalities		4,667.59
115375	01/07/2022	General Fund	Contractual Services	Linde Gas & Equipment Inc.		27.80
115376	01/07/2022	General Fund	Seminar Expenses	Stephanie Maas		46.51
115377	01/07/2022	Sanitary Sewer Utility	Sewerage Service Fees	Travis Menard		600.00
115378	01/07/2022	General Fund	Travel - City Business	Christina Nelson		15.04
115379	01/07/2022	General Fund	Advertising	News Publishing Co, Inc.		324.53
115379	01/07/2022	General Fund	Advertising	News Publishing Co, Inc.		284.40
115379	01/07/2022	General Fund	Printing Expense	News Publishing Co, Inc.		1,148.64
115380	01/07/2022	Storm Water Utility	Contractual Services	NEWSC		1,820.00
115381	01/07/2022	General Fund	Chemicals & Ordnance	Ray O'Herron Co.Inc.		2,961.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
115382	01/07/2022	General Fund	Automotive	Oshkosh Fire & Police Equipment		196.80
115382	01/07/2022	General Fund	Automotive	Oshkosh Fire & Police Equipment		471.46
115382	01/07/2022	General Fund	Automotive	Oshkosh Fire & Police Equipment		697.50
115383	01/07/2022	General Fund	Outagamie County	Outagamie County Treasurer		1,889.66
115383	01/07/2022	General Fund	Contractual Services	Outagamie County Treasurer		13,965.23
115384	01/07/2022	General Fund	Travel - City Business	Anthony Penterman		186.48
115385	01/07/2022	General Fund	Contractual Services	Praxis Consulting		1,200.00
115386	01/07/2022	General Fund	Expense Allowance	Quick Print Center Inc.		40.48
115387	01/07/2022	General Fund	Accrued 10% Fines	Sophie Quick-Laughlin		50.00
115388	01/07/2022	1000 Islands	Building Rental (Non-Taxable)	Laurie Schmidt		200.00
115388	01/07/2022	1000 Islands	Building Rental (Taxable)	Laurie Schmidt		75.00
115389	01/07/2022	General Fund	Contractual Services	Springbrook Holding Company, LLC		13,730.54
115390	01/07/2022	1000 Islands	Building Rental (Non-Taxable)	Summer Syring		200.00
115391	01/07/2022	General Fund	Contractual Services	Titan Public Safety Solutions, LLC		5,189.00
115392	01/07/2022	General Fund	Contractual Services	Valley Corvette Realty Inc.		75.00
115393	01/07/2022	General Fund	Facilities Rental Non-Taxable	Patrick VandenHeuvel		200.00
115394	01/07/2022	General Fund	Heating Fuels	We Energies		501.88
115394	01/07/2022	General Fund	Heating Fuels	We Energies		655.20
115394	01/07/2022	General Fund	Heating Fuels	We Energies		3,870.76
115394	01/07/2022	1000 Islands	Heating Fuels	We Energies		313.08
115394	01/07/2022	Grignon Home	Heating Fuels	We Energies		290.58
115394	01/07/2022	General Fund	Water Sewer & Electric	We Energies		11.22
115395	01/07/2022	General Fund	Contractual Services	Wis. Dept. of Justice		133.00
115396	01/07/2022	General Fund	Accrued 10% Fines	State of Wisconsin		4,300.08
115397	01/07/2022	General Fund	Education & Memberships	Wisconsin Municipal Court Clerks Assoc.		45.00
115398	01/14/2022	General Fund	Chemicals & Ordnance	3G Safety Supply		218.00
115399	01/14/2022	General Fund	Contractual Services	Advanced Maintenance Solutions		2,122.90
115400	01/14/2022	General Fund	Maintenance - Buildings	J.F. Ahern Co.		784.92
115401	01/14/2022	General Fund	Contractual Services	Airgas USA, LLC		126.21
115402	01/14/2022	General Fund	Maintenance - Automotive	Aring Equipment Co. Inc		165.87
115403	01/14/2022	General Fund	Recruitment Expenses	Ascension Medical Group - Fox Valley DBA - Ascen		65.00
115403	01/14/2022	General Fund	Contractual Services	Ascension Medical Group - Fox Valley DBA - Ascen		65.00
115404	01/14/2022	General Fund	Maintenance - Buildings	ATIS Elevator Inspections, LLC		143.00
115404	01/14/2022	General Fund	Maintenance - Buildings	ATIS Elevator Inspections, LLC		71.50
115405	01/14/2022	General Fund	Medical & Laboratory Supplies	Aurora BayCare Medical Center		299.91
115405	01/14/2022	General Fund	Medical & Laboratory Supplies	Aurora BayCare Medical Center		579.97
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		6.32
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		17.95
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		23.03
115406	01/14/2022	General Fund	General Supplies	Automotive Supply Co		198.20
115406	01/14/2022	General Fund	General Supplies	Automotive Supply Co		60.00
115406	01/14/2022	General Fund	General Supplies	Automotive Supply Co		12.76
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		29.57
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		393.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		2.72
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		124.50
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		157.26
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		4.08
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		286.64
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		-36.00
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		63.25
115406	01/14/2022	General Fund	Maintenance - Automotive	Automotive Supply Co		171.46
115406	01/14/2022	General Fund	General Supplies	Automotive Supply Co		74.92
115406	01/14/2022	General Fund	Maintenance - All Other Equipm	Automotive Supply Co		5.65
115406	01/14/2022	General Fund	Maintenance - All Other Equipm	Automotive Supply Co		54.71
115406	01/14/2022	General Fund	Maintenance - All Other Equipm	Automotive Supply Co		10.13
115406	01/14/2022	General Fund	Maintenance - All Other Equipm	Automotive Supply Co		24.88
115406	01/14/2022	General Fund	Maintenance - All Other Equipm	Automotive Supply Co		136.65
115406	01/14/2022	General Fund	Maintenance - All Other Equipm	Automotive Supply Co		81.56
115407	01/14/2022	General Fund	Adult Programs Non-Taxable	Jo Batchen		20.00
115408	01/14/2022	General Fund	Maintenance - Buildings	Batteries Plus, LLC.		48.16
115409	01/14/2022	Equipment Capital	Equipment	Baycom Inc.		1,172.50
115410	01/14/2022	General Fund	Maintenance - Automotive	Brooks Tractor Inc.		319.32
115411	01/14/2022	General Fund	Contractual Services	Cadre		1,150.13
115411	01/14/2022	General Fund	Contractual Services	Cadre		1,150.13
115412	01/14/2022	General Fund	Library Materials	Cavendish Square		195.54
115413	01/14/2022	General Fund	Communications	Charter Communications		198.05
115413	01/14/2022	General Fund	Contractual Services	Charter Communications		1,098.06
115414	01/14/2022	1000 Islands	Contractual Services	Cintas		78.54
115414	01/14/2022	General Fund	Maintenance - Buildings	Cintas		258.00
115414	01/14/2022	General Fund	Maintenance - Buildings	Cintas		180.00
115414	01/14/2022	General Fund	Maintenance - Buildings	Cintas		210.44
115415	01/14/2022	General Fund	Contractual Services	CliftonLarsonAllen LLP		4,200.00
115416	01/14/2022	General Fund	Maintenance - Automotive	Crescent Electric Supply		53.52
115417	01/14/2022	General Fund	Maintenance - Automotive	Cumberland Servicecenter Inc		246.81
115418	01/14/2022	Sanitary Sewer Utility	Contractual Services	Damage Prevention Services, LLC		59.25
115419	01/14/2022	General Fund	Printing Expense	Deluxe		114.74
115420	01/14/2022	General Fund	Contractual Services	Diversified Benefit Services, Inc.		1,055.43
115421	01/14/2022	General Fund	Clothing Expense	Eagle Graphics LLC		52.75
115422	01/14/2022	General Fund	Medical & Laboratory Supplies	Emergency Medical Products		1.88
115422	01/14/2022	General Fund	Medical & Laboratory Supplies	Emergency Medical Products		3.76
115423	01/14/2022	General Fund	Maintenance - Buildings	Energy Control & Design, Inc.		4,298.50
115423	01/14/2022	General Fund	Maintenance - Buildings	Energy Control & Design, Inc.		604.50
115423	01/14/2022	General Fund	Maintenance - Buildings	Energy Control & Design, Inc.		747.79
115423	01/14/2022	General Fund	Maintenance - Buildings	Energy Control & Design, Inc.		441.55
115423	01/14/2022	General Fund	Maintenance - Buildings	Energy Control & Design, Inc.		618.04
115424	01/14/2022	Space Needs Fund	Phase 4	Environmental Services Plus		21,057.00
115425	01/14/2022	General Fund	Contractual Services	Fox River Navigational System Authority		5,326.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
115425	01/14/2022	General Fund	Contractual Services	Fox River Navigational System Authority		145.35
115426	01/14/2022	Agency - Other Governments	Fox Valley Technical College	Fox Valley Technical College		403,294.82
115427	01/14/2022	General Fund	Library Materials	Gannett Wisconsin Media		545.04
115428	01/14/2022	General Fund	Retirement Plan	Glatfelter Specialty Benefits / VFIS		2,460.00
115429	01/14/2022	Sanitary Sewer Utility	Water Sewer & Electric	Heart of The Valley Metropolitan Sewerage District		132,719.33
115430	01/14/2022	General Fund	Contractual Services	Human Resources Consulting, LLC		1,062.50
115431	01/14/2022	General Fund	Maintenance - Roads & Walks	Jim Hungerford		15.00
115432	01/14/2022	General Fund	Library Materials	Ingram		92.86
115432	01/14/2022	General Fund	Library Materials	Ingram		108.37
115432	01/14/2022	General Fund	Library Materials	Ingram		15.66
115432	01/14/2022	General Fund	Library Materials	Ingram		607.83
115432	01/14/2022	General Fund	Library Materials	Ingram		27.42
115432	01/14/2022	General Fund	Library Materials	Ingram		276.50
115432	01/14/2022	General Fund	Library Materials	Ingram		47.77
115432	01/14/2022	General Fund	Library Materials	Ingram		59.79
115432	01/14/2022	General Fund	Library Materials	Ingram		18.37
115432	01/14/2022	General Fund	Library Materials	Ingram		108.29
115432	01/14/2022	General Fund	Library Materials	Ingram		20.46
115432	01/14/2022	General Fund	Library Materials	Ingram		24.22
115432	01/14/2022	General Fund	Library Materials	Ingram		35.57
115432	01/14/2022	General Fund	Library Materials	Ingram		173.59
115432	01/14/2022	General Fund	Library Materials	Ingram		200.38
115432	01/14/2022	General Fund	Library Materials	Ingram		91.48
115432	01/14/2022	General Fund	Library Materials	Ingram		148.35
115433	01/14/2022	General Fund	Maintenance - Automotive	Interstate Battery		130.95
115434	01/14/2022	General Fund	General Supplies	K. R. West Company Inc		256.30
115434	01/14/2022	General Fund	Maintenance - Automotive	K. R. West Company Inc		284.64
115434	01/14/2022	General Fund	Maintenance - Automotive	K. R. West Company Inc		15.00
115434	01/14/2022	General Fund	General Supplies	K. R. West Company Inc		17.12
115435	01/14/2022	Agency - Other Governments	Kaukauna School District	Kaukauna Area School District		3,143,047.34
115436	01/14/2022	Storm Water Utility	Water Sewer & Electric	Kaukauna Utilities		1,474.54
115436	01/14/2022	General Fund	Contractual Services	Kaukauna Utilities		1,315.74
115436	01/14/2022	General Fund	Communications	Kaukauna Utilities		83.64
115436	01/14/2022	General Fund	Communications	Kaukauna Utilities		54.79
115436	01/14/2022	General Fund	Communications	Kaukauna Utilities		65.00
115436	01/14/2022	General Fund	Communications	Kaukauna Utilities		410.01
115437	01/14/2022	General Fund	Maintenance - All Other Equipm	Klink Hydraulics, LLC		165.83
115438	01/14/2022	General Fund	General Supplies	Melanie Knott		125.00
115439	01/14/2022	General Fund	Maintenance - Automotive	Kundinger Fluid Power Inc		71.49
115440	01/14/2022	General Fund	Maintenance - Roads & Walks	Joey Larson		30.60
115441	01/14/2022	General Fund	Contractual Services	Lauterbach & Amen, LLP		8,050.00
115442	01/14/2022	General Fund	Maintenance - All Other Equipm	M-B Companies Inc		204.58
115442	01/14/2022	General Fund	Maintenance - All Other Equipm	M-B Companies Inc		692.85
115443	01/14/2022	General Fund	Maintenance - Automotive	Machine Service Inc.		262.86

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
115444	01/14/2022	Storm Water Utility	Maintenance - Automotive	MacQueen Equip Group		2,966.79
115444	01/14/2022	Storm Water Utility	Maintenance - Automotive	MacQueen Equip Group		279.52
115445	01/14/2022	General Fund	Service Contracts	Marco		741.62
115445	01/14/2022	General Fund	Rent - Equipment	Marco		157.98
115445	01/14/2022	General Fund	Rent - Equipment	Marco		157.98
115445	01/14/2022	General Fund	Rent - Equipment	Marco		94.79
115445	01/14/2022	General Fund	Rent - Equipment	Marco		31.60
115445	01/14/2022	General Fund	Printing Expense	Marco		31.60
115445	01/14/2022	General Fund	Rent - Equipment	Marco		39.50
115445	01/14/2022	General Fund	Rent - Equipment	Marco		39.50
115445	01/14/2022	General Fund	Rent - Equipment	Marco		39.50
115445	01/14/2022	General Fund	Printing Expense	Marco		39.50
115445	01/14/2022	General Fund	Contractual Services	Marco		157.98
115445	01/14/2022	General Fund	Contractual Services	Marco		31.58
115445	01/14/2022	General Fund	Contractual Services	Marco		126.40
115446	01/14/2022	General Fund	General Supplies	Matheson Tri-Gas Inc.		41.17
115447	01/14/2022	General Fund	Workers Compensation	McClone		49,469.00
115447	01/14/2022	General Fund	General Insurance	McClone		28,717.00
115447	01/14/2022	General Fund	General Insurance	McClone		1,718.00
115447	01/14/2022	General Fund	General Insurance	McClone		1,670.00
115448	01/14/2022	General Fund	Contractual Services	McMahon Associates Inc		6,440.00
115449	01/14/2022	General Fund	Youth Programs Non-Taxable	Deb McMorrow		20.00
115450	01/14/2022	General Fund	General Supplies	MGD Industrial Corp		272.11
115451	01/14/2022	General Fund	Library Materials	MicroMarketing LLC		34.95
115451	01/14/2022	General Fund	Library Materials	MicroMarketing LLC		34.99
115452	01/14/2022	General Fund	Library Materials	Midwest Tape		3,000.00
115452	01/14/2022	General Fund	Library Materials	Midwest Tape		68.46
115453	01/14/2022	General Fund	Maintenance - Automotive	Monroe Truck Equip - Green Bay		351.04
115453	01/14/2022	General Fund	Maintenance - Automotive	Monroe Truck Equip - Green Bay		525.56
115453	01/14/2022	General Fund	Maintenance - Automotive	Monroe Truck Equip - Green Bay		72.42
115453	01/14/2022	General Fund	Maintenance - Automotive	Monroe Truck Equip - Green Bay		435.94
115454	01/14/2022	Storm Water Utility	Maintenance - Automotive	Northcentral Utility of Wisconsin, LLC		99.36
115454	01/14/2022	General Fund	Maintenance - Automotive	Northcentral Utility of Wisconsin, LLC		227.01
115455	01/14/2022	General Fund	Contractual Services	Outagamie County Register of Deeds		30.00
115456	01/14/2022	Agency - Other Governments	Outagamie County	Outagamie County Treasurer		1,549,404.00
115456	01/14/2022	General Fund	Contractual Services	Outagamie County Treasurer		26,059.10
115457	01/14/2022	Equipment Capital	Equipment	Packer City International Trucks, Inc.		168,169.50
115457	01/14/2022	General Fund	Maintenance - Automotive	Packer City International Trucks, Inc.		1,283.92
115457	01/14/2022	General Fund	Maintenance - Automotive	Packer City International Trucks, Inc.		-323.56
115457	01/14/2022	General Fund	Maintenance - Automotive	Packer City International Trucks, Inc.		223.04
115457	01/14/2022	General Fund	Maintenance - Automotive	Packer City International Trucks, Inc.		-223.04
115457	01/14/2022	General Fund	Maintenance - Automotive	Packer City International Trucks, Inc.		223.04
115458	01/14/2022	General Fund	Maintenance - All Other Equipm	Pat's Tire Sales & Service, Inc.		286.00
115459	01/14/2022	General Fund	Maintenance - All Other Equipm	Pleshek Outdoor Power		7.36

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
115460	01/14/2022	General Fund	Maintenance - Automotive	Quality Truck Care Center		276.80
115460	01/14/2022	General Fund	Maintenance - Automotive	Quality Truck Care Center		38.08
115460	01/14/2022	General Fund	Maintenance - Automotive	Quality Truck Care Center		306.63
115461	01/14/2022	General Fund	Maintenance - Automotive	R.N.O.W., Inc.		606.84
115462	01/14/2022	General Fund	Recruitment Expenses	Screening One, Inc.		63.50
115463	01/14/2022	General Fund	Maintenance - Automotive	Service Motor Company, Inc.		275.40
115463	01/14/2022	General Fund	Maintenance - All Other Equipm	Service Motor Company, Inc.		-287.76
115463	01/14/2022	General Fund	Maintenance - Automotive	Service Motor Company, Inc.		38.80
115464	01/14/2022	General Fund	Maintenance - Buildings	Superior Chemical Corp.		135.60
115465	01/14/2022	General Fund	Maintenance - Automotive	Tri City Glass & Door		52.50
115466	01/14/2022	General Fund	Youth Programs	Jennifer Vaness		180.00
115467	01/14/2022	General Fund	General Supplies	Jacob VanGompel		95.98
115468	01/14/2022	General Fund	General Supplies	Roy VanZeeland		125.00
115469	01/14/2022	General Fund	General Supplies	Warning Lites Inc. of Appleton		667.80
115470	01/14/2022	General Fund	Heating Fuels	We Energies		1,086.82
115471	01/14/2022	General Fund	Youth Programs Non-Taxable	Abby Wittmann		25.00
Report Total:						6,078,334.86

BOARD OF PUBLIC WORKS

A meeting of the Board of Public Works was called to order by Chairman Thiele on Monday, January 31, 2022 at 6:00 P.M. in person and remote teleconference via ZOOM.

Members present: Antoine (via ZOOM), Coenen, DeCoster, Eggleston, Kilgas, Moore, and Thiele.

Absent & Excused: Schell.

Also present: Mayor Penterman (via ZOOM), Attny. Davidson, DPW/Eng. Neumeier, Planner Stephenson, Fin. Dir. Van Rossum, Fire Chief Carrel, Police Chief Graff, Grignon Mansion Exec. Dir. Mickelson, and interested citizens.

Motion by Moore, seconded by Coenen to excuse the absent member.

All Ald. present voted aye.

Motion carried.

1. Correspondence – None.

2. Discussion Topics.

a. Permission to seek bids for Project #3-22, 2022 Alley Paving Project.

The Engineering Department has included an alley reconstruction project in the 5 year capital plan in order to continue the replacement of deteriorating alleys throughout the City. The areas chosen for 2022 are alleys which had been previously identified for significant repairs, have existing drainage issues, and had little to no utility work required. The Engineering Department has completed survey and is finalizing design for installation of asphalt alleys for the listed areas. A preliminary resolution declaring intent to exercise special assessments is included in your packets for Council consideration on Tuesday night. Questions from the Board were answered.

Motion by Moore, seconded by Kilgas to authorize the Engineering Department to seek bids for Project #3-22, 2022 Alley Paving Project.

All members present voted aye.

Motion carried.

b. Permission to seek bids for Project #5-22, Grignon Mansion Structure Repairs.

The Engineering Department and Grignon Mansion Executive Director have been working on specifications for a project to make critical repairs to the Grignon Mansion. Director Mickelson has met and had discussions with a general contractor to prepare a scope of work needed to make the structure sound. Due to these discussions, the original CIP budget numbers will be significantly reduced to reflect the anticipated project expenses with contingencies. Construction is scheduled for summer 2022 in order to be ready for the busy fall exhibition season. Questions from the Board were answered.

Motion by Eggleston, seconded by Moore to authorize the Engineering Department to seek bids for Project 5-22 – Grignon Mansion Structure Repairs.

All members present voted aye.

Motion carried.

c. 2022 Project Overview.

DWP/Eng. Neumeier provided a map of the 2022 Projects, and an overview of each project was given. Questions from the Board were answered.

d. Acre of Art.

As part of our 2021-2024 triennial public artwork exhibition, ACREofART IV, Sculpture Valley seeks approval to place the above titled artworks for a 3-year temporary art placement on public properties

within the municipal boundaries of the Kaukauna. Since 2017, Sculpture Valley has installed 3 successful seasons of public sculpture throughout Appleton, Neenah and Menasha. Since its inception, Sculpture Valley has desired to expand the program to reach more municipalities within the Fox Cities and make the program truly a valley-wide initiative.

Sculpture Valley, Inc. Executive Director Alex Schultz answered questions from the Board.

e. Snow removal bill for 314 Depot Street.

No one appeared to contest this bill.

f. Snow removal bill for 532 Margaret Street.

Motion by Moore, seconded by Kilgas to allow residents to speak regarding the snow removal bills in question.

All members present voted aye.

Motion carried.

Aaron Deering, 532 Margaret Street, Kaukauna spoke as to why he was unable to remove the snow.

g. Snow removal bill for 712 Draper Street.

No one appeared to contest this bill.

3. General Matters.

Ald. Kilgas inquired about the Five-Year Park Plan and if/or when Thelen Park would be getting some updates.

Ald. Thiele stated the City of Green Bay has recently updated their snow removal ordinance to state residents have 24 hours to remove snow from their sidewalks. This change was made due to an accident involving a person on their mobility device who was killed after being hit by a drunk driver. The gentleman was in the road because the sidewalk was not shoveled.

4. Adjourn.

Motion made by Coenen, seconded by Moore to adjourn.

All members present voted aye.

Motion carried.

Meeting adjourned at 6:36 p.m.

Sally Kenney
Clerk



PLAN COMMISSION

City of Kaukauna
Council Chambers
Municipal Services Building
144 W. Second Street, Kaukauna

Thursday, December 2nd, 2021 at 4:15 PM

MINUTES

HYBRID MEETING (May attend in-person or via Zoom)
In-person in Common Council Chambers, City of Kaukauna
Remote Attendance option available via Zoom

1. Roll Call.

The Meeting was called to order by Mayor Penterman at 4:15 PM.

Members Present: Mayor Penterman, Commissioner Feller, Commissioner Avansi, Alderperson Moore (District 2), Alderperson Thiele (District 4), PCDD Stephenson and DPW Sundelius.

Members Absent: Commissioner Schoenike

A motion was made by Alderperson Thiele to excuse the absent member. The motion was seconded by Alderperson Moore. The motion carried.

2. Approval of Minutes.

a. Approve Minutes of November 18, 2021 Meeting

A motion was made by Commissioner Feller to approve the minutes of November 18th, 2021 meeting. The motion was seconded by Alderperson Moore. The motion carried.

3. Old Business.

a. Final Plat - Hurkman Heights 4

PCDD Stephenson presented the final plat for Hurkman Heights and the Ben's Way extension, required to allow proper traffic control in the new subdivision.

The Commission entered into a conversation with the following being discussed:

- Number of lots within the subdivision.
- The need for traffic circulation and a secondary exit.
- The distance to the nearest intersection along Ben's Way.

- The lack of a preliminary plat.
- Right of Way versus mapped street.

Jim Sehloff (Davel Engineer: representing Hurkman Heights 4): informed the Commission that he believed a preliminary plat had been presented and no issues were found.

DPW Sundelius made a motion to table the Final Plat for Hurkman Heights 4. In order to further investigate the traffic issues presented with the plat and to seek a legal opinion on the status of the Preliminary Plat for Hurkman Heights 4. The motion was seconded by Commissioner Avansi. The motion carried.

b. Official Map Amendment - Ben's Way Extension

DPW Sundelius made a motion to table the Official Map Amendment of Ben's Way in order to further investigate Right of Way acquisition of Ben's Way. The motion was seconded by Commissioner Avansi. The motion carried.

c. Ordinance Update - Section 17.22 Commercial Highway District

PCDD Stephenson gave a brief background on the need to update the Commercial Highway District.

Alderperson Moore made a motion to recommend approval of the Ordinance Update for Section 17.22 Commercial Highway District, schedule the public hearing, and recommend the same to the Common Council. The motion was seconded by Commissioner Feller. The motion carried.

4. New Business.

a. Lot Consolidation - 10 Ash Grove and Parcel #323113201

PCDD Stephenson gave a background on the Lot Consolidation.

The commission entered into a conversation with the following being discussed:

- Ownership of Out Lot 2.
- The need for a utility easement along the newly created parcel.

DPW Sundelius made a motion to approve the Lot Consolidation of 10 Ash Grove and Parcel #323113201 and recommend the same to the Common Council with the following conditions:

1. A 12' utility easement is placed along the property and approved by the Department of Public Works.
2. The ownership of Out Lot 2 is confirmed.

The motion was seconded by Alderperson Thiele. The motion carried.

b. Ordinance Update - Chapter 14 Building Code

PCDD Stephenson presented the ordinance update for Chapter 14.

A motion was made by Commissioner Avansi to approve the ordinance and recommend the same to the Common Council. The motion was seconded by Commissioner Feller. The motion carried.

Commissioner Avansi exited the meeting at 5:01 PM.

c. Rezoning - Lots 1-2 and 26-30 of Inside the Park Place

PCDD Stephenson gave a background on the rezoning from RSF to RTF on Lots 1,2 and 26-30 of Inside the Park Place Subdivision.

The commission entered into a conversation with the following being discussed:

- The value per home.
- The need for housing diversity.
- The need to keep neighborhoods cohesive and new homes to be of similar aesthetic style to adjacent houses.
- The uncertainty's surrounding the park development.

Aldersperson Moore made a motion to approve the rezoning of Lots 1,2 and 26 through 30 of Inside the Park Place from Residential Single Family (RTS) to Residential Two Family (RTF) and recommend the same to the Common Council. The motion was seconded by DPW Sundelius. The motion carried.

5. Other Business.

No other business to discuss.

6. Adjourn.

A motion was made to adjourn the meeting at 5:10 PM by Aldersperson Thiele. The motion was seconded by Aldersperson Moore. The motion carried.



GRIGNON MANSION BOARD MEETING MINUTES

Monday, November 22, 2021

The meeting was called to order by Pennie Thiele at 5:30 PM in the Municipal Services Building Council Chambers

Roll Call

- Present - Sandy Coenen, Patty DeGoey, Shellee Jackels, Carol King, Pennie Thiele, Al Borchardt
- Absent - Bruce Werschem, Lisa Verhagen, Patty Brogan
- Others in Attendance - Cassidy Mickelson

Review/Approve Minutes from October 25, 2021 Meeting

- Motion by Sandy Coenen to approve prior meeting minutes. Seconded by Al Borchardt. Motion Unanimously Approved.

Report from the City (Mickelson)

- 2022 Budget Update – The proposed funds of \$300K for Mansion repairs has been approved. Mickelson had proposed this amount to the City Council with the outlook of the necessary repairs to the Mansion.
- Grignon Mansion Repairs - Mickelson will be addressing contractors for bids to get the repairs underway. There are several contracting businesses experienced in historic preservation work interested in assisting with the repairs.
- Grignon Mansion Endowment Funds - Where do the endowment fund dollars go if we are not able to use them toward the Mansion? The funds are redirected to other non-profit entities in Kaukauna. Currently working with the Community Foundation to find ways for us to be less of a burden to our taxpayers, and to be certain that we are able to cover the salary for the Executive Director without any trouble in the future.

Report from Friends (DeGoey)

- Friends Finance Report
 - Grant Money Account - Beginning balance \$10,003.59, ending balance \$10,006.53; with a deposit of \$2.94.
 - Original Checking Account - Beginning balance \$44,626.46, ending balance \$74,472.11; with total deposits of \$31,359.30, total withdrawals of \$1,513.65, and available non-designated funds of \$38,964.00.
- Upcoming Events
 - November 13 - Festival of Lights set up
 - November 23 - Appleton Christmas Parade - The Grignon Mansion float will be number 29 in the parade this year.
 - November 26 - Fox Cities Festival of Lights - 4:30-9:30 PM. 6-8 volunteers will be needed for the event. There are currently 8 volunteers signed up.
 - November 29 - Little Chute Christmas Parade, 6 PM

- December 7 - Kaukauna Christmas Parade, 6 PM
- Christmas Tours
 - Saturday December 4 & 11, tours 2-7 PM, wagon rides 2:30-7:30 PM
 - Sunday, December 5 & 12, tours 11 am - 4 pm, wagon rides 11:30 am - 4:30 pm
 - Both Saturdays the tours are sold out, Sundays are at 60% reserved
- DeGoe attended Wisconsin Historical Society conference at the end of October - workshops specializing in historical gift shops; working on improving our current gift shop, including offering more indigenous made items and books on indigenous history
- We may be receiving a donation from the Community Foundation for a technological advancement that will help with sorting through, organizing and scanning the current files and artifacts at the Mansion.

Report from the Chair (Thiele)

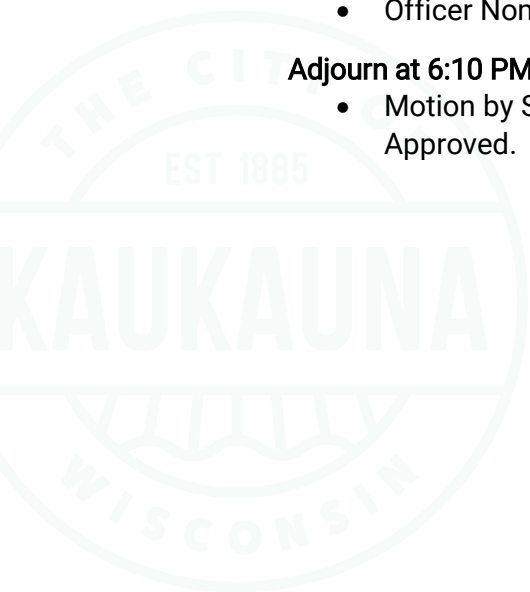
- Repairs on the Augustine St. railroad crossing have finally been approved.
 - Repairs to be completed by August 31, 2022.
- Should we be or are we doing background checks on our volunteers?
 - We have done them, but currently we are not. Are there liability issues to the city if something were to happen? Mickelson will follow up with HR and report back.
- There will be no Grignon Mansion Board Meeting for December 2021.

Set Next Meeting Date and Location

- Monday, January 24, 2022 at 5:30 PM in the Council Chambers at the Municipal Building.
- Officer Nominations will take place.

Adjourn at 6:10 PM

- Motion by Shellee Jackels. Seconded by Sandy Coenen. Motion Unanimously Approved.



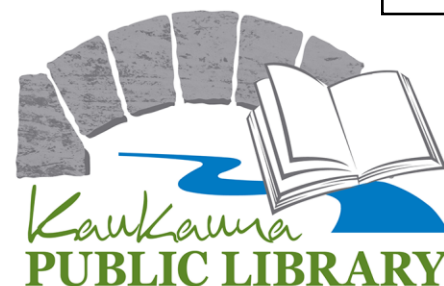
LIBRARY BOARD MEETING

City of Kaukauna

Kaukauna Public Library

207 Thilmany Rd STE 200, Kaukauna

Tuesday, November 23, 2021 at 5:30 PM



MINUTES

1. Call Meeting to Order

The meeting was called to order by President J. Lucas at 5:32p.

2. Roll Call of Membership

Members Present: J. Lucas, M.J. Kilgas, J. Vondracek, C. Van Boxtel, J. Van De Hey, & S. Beach

Members Excused: O. Fischer, K. Hietpas & A. Neumeier

Also Present: A. Thiem-Menning, A. Schneider

3. Reading and Approval Minutes

a. Approve Minutes of October 26, 2021 Meeting

J. Van De Hey made a motion to approve the October 26, 2021 Meeting Minutes. Seconded by C. Van Boxtel. All in favor, motion carries.

4. Public Participation and Communications

None.

5. Action Items

a. Bill Register October 2021

M.J. Kilgas made a motion to approve the Bill Register for October 2021. Seconded by S. Beach. All in favor, motion carries.

b. Library Director Step Increase

J. Vondracek made a motion to approve the Library Director Step Increase. Seconded by M.J. Kilgas. All in favor, motion carries.

c. Gifts and Donations Policy Update

J. Van De Hey made a motion to approve the Gifts and Donations Policy. Seconded by C. Van Boxtel. All in favor, motion carries.

Discussion: The Library will work on getting information on how to make donations to the Community Foundation accounts held for the Library, one for Local History and one for Special Projects.

d. Materials Recovery Policy & Use of State Debt Collection

M.J. Kilgas made a motion to approve the Materials Recovery Policy and use State Debt Collection for delinquent accounts. Seconded by S. Beach. All in favor, motion carries.

Discussion: J. Van De Hey asked about a timeline. Director A. Thiem-Menning indicated that this project may take up to a year. J. Van De Hey asked for future reports regarding the success rate of the service.

- e. Collection Development Policy
J. Vondracek made a motion to approve the Collection Development Policy. Seconded by M.J. Kilgas. All in favor, motion carries.
Discussion: J. Lucas asked about who on staff was currently ordering at the Library. Assistant Director A. Schneider indicated that both she and the Director were ordering as well as Public Services Coordinator J. Berven and sometimes Technology Coordinator S. Heise.
- f. Reconsideration of Title Policy
J. Van De Hey made a motion to approve the Reconsideration of Title Policy. Seconded by C. Van Boxtel. All in favor motion carries.
Discussion: Director A. Thiem-Menning indicated that there has been an increase in title challenges at school libraries across the country. The policy had not been reviewed or updated in several years.

6. Information Items

- a. Director's Report November 2021
A. Thiem-Menning reported that the Library was approached by the disbanding KCHA group about the Library taking over Love Lights. The Director agreed to continue the program but without the concert on the first Friday in December. The Library Foundation annually has their event on the first Thursday of December, making the timing difficult on staff. The Library will continue to put their tree up and will continue to put up birds. The KCHA was very thankful that the Library would continue the tradition even if it wouldn't be exactly the same. Funds generated will now go to the Library Foundation.
A. Thiem-Menning also reported that a staff member has resigned. The Library Assistant: Programming position will be posted on 11/29. With the adoption of the 2022 budget, the posting for an Adult Services Librarian will also go up on 11/29 as well. A. Thiem-Menning noted that the City is now posting internally first and then externally.
A. Thiem-Menning also noted that OWLS Director's have been talking about what their plans are if the county goes to Critically High COVID status. KPL will not revert back to curbside, but will cease in-person programming and potentially drop the building occupancy down from 50.
The Board discussed A. Thiem-Menning's memo regarding the Youth Representative on the Library Board. Consensus was that A. Thiem-Menning will put the bylaws change in the January Board packet as an action item and will draft a policy and procedure for this position to be adopted then in February. The Board would like the position to be more than just attending meetings once a month and would like the position to include more volunteer work at the Library. A. Schneider mentioned she was currently working on a Teen Volunteer Program for the 2022 Summer Reading Program.
- b. Assistant Director's Report November 2021
Assistant Director A. Schneider discussed her packet handout.
- c. Trustee Topic 19
A. Thiem-Menning mentioned that she had just returned from the WLA conference and that her and A. Schneider would be attending the national PLA conference in March 2022 with the budget adoption.
- d. Statistics
There were no questions in regard to statistics.
J. Vondracek made a motion to place the reports on file. Seconded by S. Beach. All in favor, motion carried.

7. Closed Session

J. Van De Hey made a motion to adjourn to closed session pursuant to state statute 19.85(1)(e) to deliberate on proposed Interactive Learning Garden lease agreement addendum at 7:07p. Seconded by C. Van Boxel. All in favor, motion carried.

- a. Adjourn to Closed Session pursuant to §19.85(1)(e) to deliberate on City of Kaukauna Library lease agreement.
- b. Return to Open Session for Possible action
M.J. Kilgas made a motion to go back into open session at 7:12p. Seconded by J. Vondracek. All in favor, motion carries.
In open session, M.J. Kilgas made a motion to approve the Garden Lease Addendum as presented, with an allowance for the Library Director and City Attorney to may make any necessary changes and then sign on behalf of the Kaukauna Public Library. Seconded by J. Vondracek. All in favor, motion carries.

8. Adjournment

The meeting adjourned at 7:14p.

NOTICES

IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.

WE ARE FOLLOWING CDC GUIDELINES AND FACE COVERINGS ARE REQUIRED TO ENTER THE LIBRARY AT THIS TIME.

In-Person and Remote Teleconference via Zoom

In person meeting in Library Conference room and via Zoom

Join Zoom Meeting

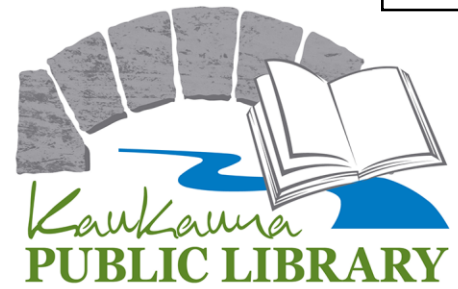
<https://us06web.zoom.us/j/81403652423?pwd=citoZmMrU1VwU2I3bjUvczkvOEw1Zz09>

Meeting ID: 814 0365 2423

Passcode: 54130

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SPECIAL LIBRARY BOARD MEETING

City of Kaukauna

Kaukauna Public Library

207 Thilmany Rd STE 200, Kaukauna

Wednesday, November 10, 2021 4:00PM

Library Board Room In-Person & Zoom Teleconference Hybrid Meeting

1. Call meeting to order
 - a. The meeting was called to order at 4:03p.
2. Roll call of membership
 - a. Members present: Jane Vondracek, Shana Beach, Joseph Lucas, Carol Van Boxtel, Mary Jo Kilgas, Anna Neumeier, James Van De Hey
 - b. Members excused: Kevin Hietpas, Olivia Fischer
3. Action Items
 - a. Meeting Room Policy Update
 - i. Mary Jo Kilgas made a motion to approve the Meeting Room Policy Update with edits, seconded by Carol Van Boxtel. All in favor; motion carries.
 - b. Interactive Learning Garden Policy & Rules
 - i. James Van De Hey made a motion to approve the Interactive Learning Garden Policy & Rules with edits, seconded by Anna Neumeier. All in favor; motion carries.
4. Adjournment
 - a. The meeting adjourned at 4:22p.

Join Zoom Meeting

<https://us06web.zoom.us/j/85115920745?pwd=dGF3eTVFcjdmVkJVSS0JpRHBCeIFCZz0>

Meeting ID: 851 1592 0745

Passcode: 54130

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Minutes for 1000 Islands Environmental Center Committee Meeting on Thursday, November 18, 2021

Members Present: Breitzman, Carlson, Eggleston, Hietpas, Jakel, Manion, Pautz, Van Berkel and White

Not Present: Gertz

Also Present: Debra Nowak and Maureen Feldt

Chair, Manion called the November Committee Meeting to order at 6:34 PM. A quorum is present. A warm welcome to our new Committee member, Kathy Breitzman.

October 2021 Committee Meeting Minutes

Carlson made a motion to amend the October Meeting Minutes under Correspondence to state whom the donations/memorials are from. "1000 Islands received monetary donations from Verhagen, Eagle Graphics and the Bass Club. The Girl Scout Troup 2206 from Kimberly donated bat houses." Seconded by Jakel. Motion carried.

Van Berkel made a motion to waive the reading of the minutes and approve the amended October 21, 2021 Committee Meeting minutes. Seconded by Eggleston. Motion carried.

Public Appearances: None

October Financial Report

Discussion on why Building Rentals are showing a negative balance and Nowak explained that this reflects the deposit refunds to the renters. Eggleston made a motion to approve the October 2021 Financial Report. Seconded by Jakel. Motion carried.

Correspondence

1000 Islands received a Wood Coot Decoy from Steve Gosha. We also received memorial donations from the De Bruin's, Verhagen's and the Welhouse Trust in memory of Ramona Welhouse. 1000 Islands is currently having a Bird Seed Sale that is sponsored by Kaukauna Utilities.

Friends of 1000 Islands Report

Eric Hietpas updated the Committee on the Sugar Shack improvements, which include a cement pad behind the building and the purchase of a stainless-steel holding tank for sap. Chimney repairs were made to make it more efficient and electrical work still needs to be completed for the holding tank.

Naturalist's Report

The 2022 proposed City budget was recently presented to the City Council and all 1000 Islands budget numbers were approved. Nowak had several discussions with Will Van Rossum and other Council members regarding the removal of \$70,000 out of our 201 account due to tax revenue issues. Nowak asked Van Rossum to get future proposed budgets PRIOR to Council approval to have adequate time for review. Van Berkel made a motion to accept and approved the 1000 Islands 2022 proposed budget. Seconded by Jakel. Motion carried.

Nowak is working with the Planning Director to update the City Ordinance (Sec. 1.47) to accept non-City residents to fill open 1000 Islands Committee positions. The proposed Ordinance will be on the January City Council meeting agenda for approval.

Pautz made a motion to accept October's Naturalist report and place it on file. Seconded by Carlson. Motion carried.

Admin and Finance Sub-Committee

Van Berkel – Received Nowak's performance evaluations from the Committee members and will discuss them in the closed session tonight.

Education Sub-Committee

Pautz – The sub-committee met prior to the Committee Meeting tonight. Discussion was on if we should continue having goats on-site for browsing sessions. The Goat Committee is looking for input on whether to continue with goat browsing or put it on hold. The goats have cleared the initial fenced in areas and a new buckthorn infested area needs to be identified and the fencing moved.

Eagle Days – Plans are under way for hosting Eagle Days on Saturday, January 22. The National Eagle Center will be here to provide three live presentations again.

Buildings and Grounds Sub-Committee

Hietpas will be the new Sub-Committee Chair.

Old Business

Playground Update – Some Committee members feel that if we do a playground that it should have an educational aspect/component to it. Could the area where the goats cleared the buckthorn be a potential location for a playground and is there a concern of having a playground near the river?

New Business

The 2022 Sub-Committees members have been set. Admin & Finance: Van Berkel, Manion, Gertz, Hietpas and Eggleston; Education: Pautz, Jakel, Manion, Carlson and White; Building & Grounds: Hietpas, Breitzman, Manion, Carlson and White.

Closed Session for Personnel Matters: Jakel moved to adjourn the Committee Meeting at 7:50 PM and go into closed session pursuant to State Statute 19.85(1)(c) for the purpose of personnel matters. Seconded by Pautz. Motion carried. Carlson made a motion to conclude the closed session at 8:15 PM and return to open session. Seconded by Manion. Motion carried.

Good for the Center

Electric City Christmas parade. 1000 Islands has committed to participate in the upcoming Christmas parade. Kym Carlson will work with 1000 Islands staff to decorate the truck, etc.

Next Committee Meeting

Next Committee Meeting will be on Thursday, January 18, 2022 at 6:30 PM in-person.

Adjournment

There being no further business, Jakel moved to adjourn the meeting at 8:23 PM. Seconded by Carlson. Motion carried.

Maureen Feldt,
Acting Secretary

February 01, 2022

THE FOLLOWING APPLICANT HAS APPLIED FOR AN OPERATOR'S LICENSE FOR THE LICENSE YEAR 2020-2022 AND HAS BEEN RECOMMENDED FOR APPROVAL BASED ON THEIR RECORD CHECK BY THE POLICE DEPARTMENT:

Nock	Jamie	L.	505 Richard St.	Combined Locks
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ON THE FOX

November 12th, 2020

Kaukauna RAD, LLC
c/o Kaukauna Housing Authority
125W 10th Street
Kaukauna, WI 54130

RE: Loan Commitment for Golden Venture Apartments

To Whom It May Concern,

The City of Kaukauna has awarded Kaukauna RAD, LLC a loan in the amount of up to \$100,000 for the proposed project at Golden Venture Apartments. This is a loan commitment contingent on an award of 2021 Low Income Housing Tax Credits from Wisconsin Housing and Economic Development Authority (WHEDA).

Permanent Loan Terms:

Borrower:	Kaukauna RAD, LLC
Amount:	\$100,000
Rate:	3.00%- Locked through December 31, 2021
Rate Type:	Fixed
Payment:	Deferred 15 years
Term:	15
Amortization:	Deferred 15 years
Collateral:	125W 10 th Street Kaukauna, WI 54130
Origination Fee:	\$0

If you have any questions about this award, please contact me at 920-766-6310.

Sincerely,

Mayor Tony Penterman

City of Kaukauna

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “Agreement”) is dated effective _____, 2022 (the “Effective Date”), and is entered into by and between Kaukauna RAD, LLC, a Wisconsin limited liability company (the “Borrower”) and the City of Kaukauna, 144 W 2nd Street, Kaukauna, Wisconsin 54130.

The City of Kaukauna has agreed to make the loan described in this Agreement to the Borrower upon the terms and conditions of this Agreement.

In consideration of the mutual agreements and covenants set forth in this Agreement, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS. In addition to the other terms defined within this Agreement, whenever capitalized terms are used, such terms shall be defined as shown on Exhibit A attached hereto and incorporated herein.
2. LOAN. On and subject to the terms and conditions of this Agreement, the City of Kaukauna agrees to make the following loan to the Borrower (“Loan”):
 - a. Loan. The Loan is and shall be evidenced by a promissory note in the form of Exhibit B attached hereto and made a part hereof (the “Note”) in the original principal amount of One Hundred Thousand and NO/100 Dollars (\$100,000.00) and shall bear interest calculated and payable as described below.
 - b. Use of Loan proceeds. The Borrower shall use the proceeds of the Loan for the purpose of paying (or reimbursement to others for payment of) the cost of items contained with the Scope of Work (as defined herein) for the Project actually incurred by the Borrower. The proceeds of the Loan shall not be used for any expenses except those incurred in connection with the Scope of Work.. The “Scope of Work” shall be as described on Exhibit C attached hereto and incorporated herein.
 - c. Maturity Date. The Loan shall be due and payable on the date that is twenty (20) days prior to the fortieth (40th) anniversary of the date of the City’s Bond Note (the “Maturity Date”), which date shall be definitively determined upon the City of Kaukauna’s purchase of the City’s Bond Note.
 - d. Fixed interest rate. The interest rate on the Loan is fixed at the City’s Bond Note rate plus one percent (1.0%) determined at the time of purchase of the City’s Bond Note.
 - e. Payment schedule.

Commented [A1]: When will this be determined?

Commented [A2]: When will this be determined?

- i. Interest only. The Borrower shall make interest only payments on the outstanding principal balance of the Note to the City of Kaukauna annually, commencing on the first anniversary of date of the Note.
 - ii. Final payment. On or before the Maturity Date, the Borrower shall make a balloon payment to the City of Kaukauna of the entire balance of the outstanding principal amount with all accrued interest thereon.
- f. Prepayment. Except as otherwise expressly provided for in this Agreement or the Note, the Loan may be prepaid in whole or in part at any time without penalty after the call date set forth in the City's Bond Note. If Borrower shall prepay the Note in full or in part prior to the call date set forth in the City's Bond Note, Borrower shall pay a prepayment penalty equal to the remaining unpaid bond interest prior to the call date of the City's Bond Note. Any partial prepayment of the Loan shall be applied as the City of Kaukauna directs.
- g. Delinquency charge. If any payment (other than the final payment) is not made on or before the tenth (10th) day after its due date, the City of Kaukauna may collect, and the Borrower agrees to pay upon demand, a delinquency charge in an amount equal to one percent (1%) per month of the unpaid amount until payment thereof in full, but under no circumstances shall any delinquency charge be less than Ten and No/100 Dollars (\$10.00). Any failure to pay to the City of Kaukauna upon demand any delinquency charge or charges shall constitute an Event of Default in payment by the Borrower under this Agreement.
3. COLLATERAL SECURITY. The Borrower's obligation and indebtedness to the City of Kaukauna shall be secured by:
- a. Mortgage. A second mortgage on Borrower's leasehold interest in the property located at 125 W. 10th Street, Kaukauna, Wisconsin 54130 and more fully described on Exhibit D (the "Land") together with Borrower's interest in all buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements") in the form of Exhibit E attached hereto and incorporated herein (the "Mortgage"). The Land and the Improvements shall be collectively referred to herein as the "Real Property".
 - b. Collateral assignment of rents and leases in Real Property. A collateral assignment of rents and leases with respect to the Real Property in the form of Exhibit F attached hereto and incorporated herein.
 - c. Additional documentation. The Borrower shall sign, execute, deliver, or shall cause to be signed, executed or delivered, all documents reasonably necessary to provide the City of Kaukauna with the collateral security provided hereunder.

Commented [A3]: What is call date?

Commented [A4]: How is this determined?

4. REPRESENTATIONS AND WARRANTIES OF BORROWER. To induce the City of Kaukauna to enter into this Agreement and to extend the Loan, the Borrower represents and warrants to the City of Kaukauna as follows:

- a. Existence. The Borrower is a limited liability company duly organized and in good standing under the laws of the State of Wisconsin, and is duly authorized under all applicable laws to carry on its business as presently conducted. The Borrower has the authority to enter into this Agreement and to borrow hereunder. The Borrower does not have any subsidiaries.
- b. Authority. The Borrower has the right and power and is duly authorized to execute and deliver each Loan Document and to perform and observe the provisions of the Loan Documents and the Borrower is duly authorized to borrow monies hereunder. The execution, delivery and performance by the Borrower of each Loan Document to which it is a party, and the borrowings by the Borrower hereunder, do not and will not (a) require any consent or approval of any governmental authority (other than the City of Kaukauna) or agency, (b) conflict with, violate, result in any breach of any of the provisions of, or constitute a default under, (i) any law, rule, regulation, order, writ, judgement, injunction, decree, determination or award that is applicable to or binding on the Borrower, (ii) the articles of organization, operating agreement or other organizational documents of the Borrower, or (iii) any material agreement, indenture, instrument or other document, or any judgement, order or decree, that is binding upon the Borrower or its properties, or (c) require, or result in, the creation or imposition of any lien, claim or encumbrance on any asset of the Borrower (other than the liens in favor of the City of Kaukauna). This Agreement and all Loan Documents will become legal and valid and enforceable obligations of the Borrower upon their execution and delivery to the City of Kaukauna.
- c. Title. Except those liens set forth on Exhibit G attached hereto and incorporated herein and the liens granted by the Borrower in favor of the City of Kaukauna in connection with the Loan (the “Permitted Liens”), the Borrower has good and marketable title to its assets including, without limitation, a leasehold interest in the Land and a fee interest in the Improvements, free and clear of any liens, claims, security interests or other encumbrances.
- d. Validity and enforceability. This Agreement and each other Loan Document to which the Borrower is a party is the legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of creditors’ rights generally and to general principals of equity.
- e. Compliance with laws and contracts.
 - i. The Borrower is in compliance with respect to all applicable statutes, laws, rules, regulations, ordinances and codes and all judgments, orders

and decrees of any court or governmental authority and all contracts or agreements to which it may be bound relating to its business, assets and properties. The Borrower has obtained all permits, licenses, and other rights and approvals necessary to conduct its business as presently conducted.

- ii. Except for *de minimis* defaults that would not reasonably be expected to result in any Material Adverse Effect, the Borrower is not, subject to applicable notice or cure periods therein, in violation of or in default under any material agreement to which it is a party or by which any material portion of its assets is subject or bound.
 - f. Litigation. No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, to the knowledge of the Borrower, threatened against the Borrower that might reasonably be expected to have a Material Adverse Effect.
 - g. Taxes. The Borrower has paid, and will pay when due, all federal, state and local income, sales, real and personal property taxes, and will promptly prepare and file all tax returns.
 - h. Environmental matters. The Borrower represents that, except as previously disclosed to the City of Kaukauna in writing, to the best of its knowledge and belief and after due inquiry: there does not exist any condition affecting (i) the business or property of the Borrower or (ii) any property given by the Borrower to secure the Loan which requires environmental cleanup or remediation; and that no Hazardous Substances, underground storage tanks, or other environmental contaminants are located on, in, under or above any property owned or controlled by the Borrower.
 - i. Solvency. The Borrower is solvent, which means that, as of any date of determination, (a) the value of the assets of the Borrower (both at fair value and present fair saleable value) is greater than the total amount of liabilities (including contingent and unliquidated liabilities) of the Borrower, (b) the Borrower is able to pay all liabilities of the Borrower as such liabilities mature and (c) the Borrower does not have unreasonably small capital. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities shall be computed at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.
5. AFFIRMATIVE COVENANTS OF BORROWER. Until the expiration or termination of the Loan and thereafter until all Obligations hereunder and under the other Loan Documents are paid in full, the Borrower agrees that, unless at any time the City of Kaukauna shall otherwise expressly consent in writing, it will perform and abide by the following requirements:

- a. Financial statements. The Borrower shall furnish the City of Kaukauna with the following information with respect to the Borrower's business, assets, insurance and financial condition:
 - i. Annual financial statements within ninety (90) days after the end of the fiscal year of the Borrower in a form reasonably satisfactory to the City of Kaukauna;
- b. Books and records. The Borrower shall keep proper books of record and accounts and, upon demand, give any representative of the City of Kaukauna access during normal business hours to, and permit such person to examine, any and all books, records and documents in its possession relating to the financial and business affairs of the Borrower and to inspect any of its properties or assets including, without limitation, the Land and Improvements.
- c. Certificate of no default. Together with the delivery of each annual financial statement, the Borrower shall also furnish to the City of Kaukauna a certificate of the managing member of Borrower stating that such signer(s) has or have no knowledge of any Event of Default which has occurred under this Agreement or of any matter which would, with the passage of time or the giving of notice, constitute an Event of Default hereunder, or if such signer(s) shall have obtained knowledge of any such default or potential default, such signer(s) shall disclose in such statement the default or potential default and the nature thereof. Each such certificate shall be dated as of the last day of the year for which it is submitted.
- d. Insurance. The Borrower shall keep all of its insurable property, real and personal, including but not limited to any collateral provided to the City of Kaukauna pursuant to this Agreement, insured at all times against loss or damage by fire or other normally insured hazards through responsible insurance carriers, selected by the Borrower and reasonably acceptable to the City of Kaukauna, in such amounts as are commercially reasonable and acceptable to the City of Kaukauna. Copies of all such insurance policies or certificates thereof shall be delivered to the City of Kaukauna upon request. The City of Kaukauna shall be named as an additional insured on any policies that insure any collateral given to the City of Kaukauna to secure the Borrower's obligations hereunder.
- e. Maintenance. The Borrower shall keep its properties, including the Land and Improvements, whether owned or leased, in good condition, repair and working order at all times.
- f. Taxes. The Borrower shall duly pay and discharge all lawful taxes, assessments and governmental charges upon the Borrower or against the Borrower's properties on or prior to the date due and payable, unless and to the extent only that the same shall be contested in good faith, provided appropriate reserves,

acceptable to the City of Kaukauna, for the payment of said taxes are established in accordance with generally accepted accounting practices.

- g. Lien waivers. Upon the completion of the Project, the Borrower shall provide the City of Kaukauna with all final lien waivers for all contractors and materials suppliers, if any.
 - h. Notice of default; litigation. Promptly upon becoming aware of the occurrence of (i) an Event of Default, (ii) any litigation or other proceeding that may have an Material Adverse Effect, (iii) any cancellation or material change in any insurance maintained by the Borrower; or (iv) any other event that might be reasonably expected to have a Material Adverse Effect, notify the City of Kaukauna thereof in writing.
 - i. Other information. Promptly from time to time, the Borrower shall provide such other information concerning the Borrower as the City of Kaukauna may reasonably request, which information shall be submitted in form and detail reasonably satisfactory to the City of Kaukauna.
 - j. Further assurances. The Borrower shall take such actions as are necessary (including the execution and delivery of such security agreements, mortgages, deeds of trust, assignments, estoppel certificates, financing statements and continuations thereof, termination statements, notices of assignment, certificates, assurances and other instruments as the City of Kaukauna may reasonably request from time to time) or that the City of Kaukauna may reasonably request from time to time in order (i) to ensure that all the Obligations of the Borrower are secured by the assets of the Borrower pursuant to the Loan Documents or as otherwise agreed to in writing by the City of Kaukauna; (ii) to perfect and maintain the validity, perfection, and priority of the lien intended to be created by the applicable Mortgage or assignment of rents and leases; and (iii) to better assure, convey, grant, assign, transfer, preserve, protect, and confirm to the City of Kaukauna the rights granted by the Borrower or now or hereafter intended to be granted to the City of Kaukauna under any Loan Document or under any other document executed in connection therewith.
6. NEGATIVE COVENANTS. Until the expiration or termination of the Loan and thereafter until all Obligations hereunder and under the other Loan Documents are paid in full, the Borrower agrees that, unless at any time the City of Kaukauna shall otherwise expressly consent in writing:
- a. Additional indebtedness. The Borrower shall not create, incur, assume or have any outstanding indebtedness except for (i) the indebtedness under this Agreement or expressly permitted under the Loan Documents, (ii) indebtedness disclosed in writing (including disclosed in any financial statements provided) to the City of Kaukauna, or (iii) accounts payable incurred in the ordinary course of

business of the Borrower, provided the same shall be paid when due in accordance with customary trade terms.

- b. Liens. Except for the Permitted Liens and the extended use agreement to be entered into between Borrower and the Wisconsin Housing and Economic Development Authority with respect to the low-income housing tax credits allocated the Project ("Extended Use Agreement") pursuant to Section 42 of the Internal Revenue Code of 1986 (as amended, the "Code"), the Borrower shall not, without prior written consent of the City of Kaukauna, create, suffer or permit to be created any mortgage, pledge, security interest, assignment, encumbrance or other lien upon any real property, equipment, fixtures, accounts, contract rights, chattel paper, instruments, documents, general intangibles and inventory now owned or hereafter acquired by the Borrower. Notwithstanding anything in the Loan Documents to the contrary, if the City of Kaukauna takes title to the Real Property through foreclosure or deed in lieu of foreclosure, the Real Property shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Code or any similar successor provision of the Code.
 - c. Inconsistent agreements. The Borrower shall not permit or enter into any agreement containing any provision that would be violated or breached if the Borrower was to take any action permitted or required by this Agreement.
 - d. Maintenance of collateral. The Borrower shall not permit any waste or failure to maintain in good condition and repair any real or personal property given by the Borrower to secure the Loan to the Borrower.
7. DEFAULT. The City of Kaukauna may, at its option, upon the occurrence of any of the following events of default, without prior notice to the Borrower except as expressly set forth herein, immediately declare the outstanding balance of the Loan to the Borrower, together with all interest accrued thereon, and all other expenses or other obligations of the Borrower under this Agreement or the Loan Documents, to become immediately due and payable. The following are each an "Event of Default":
- a. Breach of Representation. Any representation or warranty made by the Borrower in this Agreement, in any other Loan Document, in any certificate of the Borrower furnished to the City of Kaukauna hereunder, or in any other document (in any form or format) furnished by or on behalf of the Borrower, shall prove to have been untrue, inaccurate, misleading or incomplete in any material respect as of the time when made and is not cured to the satisfaction of City of Kaukauna within thirty (30) days after Lender provides notice to Borrower.
 - b. Non-payment. The Borrower shall fail to pay any interest or principal on the Loan to the Borrower when due hereunder, or fail to pay when due any principal or interest on any of its other indebtedness, if any, to the City of Kaukauna, whether

at maturity or by acceleration or otherwise, and such failure is not cured within ten (10) days after City of Kaukauna provides notice to Borrower.

- c. Default on other debt. The Borrower shall fail to pay all or any part of the principal of or interest on any other indebtedness of or assumed by the Borrower or other borrowed money, in each case in a principal amount of \$100,000 or greater, as and when due and payable, subject to any applicable grace or cure periods, whether at maturity, by acceleration, or otherwise, or shall be in default under any provision of any instrument or other agreement related to such indebtedness and such default shall not be cured within the period or periods of grace, if any, specified in the evidences of such indebtedness.
- d. Default on other material obligations. The Borrower shall default, subject to any applicable grace or cure periods, in the payment when due, or in the performance or observance of, any material obligation of, or condition agreed to by, the Borrower with respect to any material purchase or lease of goods or services where such default, singly or in the aggregate with all other such defaults, might reasonably be expected to have a Material Adverse Effect.
- e. Failure to observe covenant. The Borrower shall default in the performance or observance of any covenant or agreement contained in this Agreement or any other Loan Document or in any other agreement between the Borrower and the City of Kaukauna and such default is not cured within thirty (30) days after delivery of written notice by City of Kaukauna to the Borrower thereof (or if such default is not capable of being cured within such thirty (30) day period, such longer period of time necessary to effectuate such cure (not to exceed one hundred twenty (120) days after delivery of City of Kaukauna's written notice) provided Borrower commences to cure such default within such thirty (30) day period and thereafter diligently pursues such cure to completion).
- f. Insolvency; bankruptcy: The Borrower becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, debts as they become due; or the Borrower applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for the Borrower or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver, or other custodian is appointed for the Borrower or for a substantial part of the property of any thereof and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of the Borrower, and if such case or proceeding is not commenced by the Borrower, it is consented to or acquiesced in by the Borrower, or remains for sixty (60) days undismissed; or the Borrower takes any action to authorize, or in furtherance of, any of the foregoing.
- g. Intentionally Deleted.

h. Sale of Real Property. Any sale of any of the Real Property.

City of Kaukauna agrees to give WNC Holding, LLC, a California limited liability company, its successors and assigns] (the "Equity Investor") written notice of any and all defaults by the Borrower under the Loan Documents, and an opportunity, at the Equity Investor's option, to cause the cure of such default within the cure periods set forth above. City of Kaukauna agrees to accept any cure by Equity Investor as if such cure were made by Borrower.

8. EFFECT OF EVENT OF DEFAULT. If any Event of Default shall occur and be continuing, the City of Kaukauna may declare the Loan to be terminated in whole or in part and/or declare all or any part of the Loan and all other Obligations hereunder to be due and payable, whereupon the Loan shall immediately terminate (or be reduced, as applicable) and/or the Loan and other Obligations hereunder shall become immediately due and payable (in whole or in part, as applicable), all without presentment, demand, protest or notice of any kind. The City of Kaukauna shall promptly advise the Borrower of any such declaration, but failure to do so shall not impair the effect of such declaration.

9. Intentionally Deleted.

10. GENERAL.

- a. Waiver; Amendments. No failure or delay on the part of the City of Kaukauna in the exercise of any right, power, privilege or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by the City of Kaukauna of any right, power, privilege or remedy preclude other or further exercise thereof, or the exercise of any other right, power, privilege or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents shall in any event be effective unless the same shall be in writing and signed and delivered by the City of Kaukauna (and in the case of an amendment or modification, the Borrower), and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- b. Confirmations. The Borrower and the City of Kaukauna agree from time to time, upon written request received by it from the other, to confirm to the other in writing the aggregate unpaid amount of the Loan to the Borrower then outstanding under the Note.
- c. Notices. All notices hereunder shall be in writing and shall be sent to the applicable party at the address listed below, unless and until a party notifies the other in accordance with this Section of a change of address:

If to a Borrower:	Kaukauna RAD, LLC c/o Kaukauna RAD MM, LLC
-------------------	---

24 S. Brooke Street
Fond Du Lac, Wisconsin 54935
Attn: Dan Kroetz

With Copy to:

Kaukauna Housing Authority

Attn: _____

And:

WNC Holding, LLC
c/o WNC & Associates, Inc.
17782 Sky Park Circle
Irvine, California 92614-6404
Attn: Melanie Wenk

If to City of Kaukauna: City of Kaukauna
144 W 2nd Street
Kaukauna, Wisconsin 54130
Attn: _____

Notices sent by mail shall be deemed to have been given three business days after the date when sent by registered or certified mail, postage prepaid; and notices sent by prepaid hand delivery or prepaid overnight courier service shall be deemed to have been given when received.

- d. Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement, such determination or calculation shall, to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with generally accepted accounting principles, consistently applied.
- e. Governing law. This Agreement and each Loan Document shall be a contract made under and governed by the internal laws of the state of Wisconsin applicable to contracts made and to be performed entirely within such state without regard to conflict of law principles.
- f. Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- g. Nature of remedies. All Obligations of the Borrower and rights of the City of Kaukauna expressed herein or in any other Loan Document shall be in addition to and not in limitation of those provided by applicable law.
- h. Entire agreement. This Agreement, together with the other Loan Documents, embodies the entire and final agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such persons, verbal or written, relating to the subject matter hereof.
- i. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed an original, but all such counterparts shall together constitute but one (1) and the same contract. Delivery of a counterpart hereof, or a signature page hereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a manually executed original counterpart thereof.
- j. Successors and assigns. This Agreement shall be binding upon the Borrower and the City of Kaukauna and their respective successors and assigns, and shall insure to the benefit of the Borrower and the City of Kaukauna and the successors and assigns of the City of Kaukauna. No other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents. Borrower may not assign or transfer any of its rights or Obligations under this Agreement without the prior written consent of the City of Kaukauna.
- k. Headings and captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- l. Forum selection and consent to jurisdiction. Any litigation based hereon, or arising out of, under, or in connection with this Agreement or any other Loan Document, shall be brought and maintained exclusively in the courts of the state of Wisconsin or in the United States District Court for the Eastern District of Wisconsin located in Brown County, Wisconsin or the circuit courts of the State of Wisconsin located in Outagamie County, Wisconsin; provided, that nothing in this Agreement shall be deemed or operate to preclude the City of Kaukauna from bringing suit or taking other legal action in any other jurisdiction. Each Borrower hereby expressly and irrevocably submits to the jurisdiction of the courts of the state of Wisconsin and of the United States District Court for the Eastern District of Wisconsin for the purpose of any such litigation as set forth above. The Borrower further irrevocably consents to the service of process in any manner permitted by applicable law, within or without the state of Wisconsin. The Borrower hereby expressly and irrevocably waives, to the fullest extent permitted

by law, any objection that it may now or hereafter have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

- m. Waiver of jury trial. The Borrower and the City of Kaukauna hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, any Note, any other Loan Document, and any amendment, instrument, document, or agreement delivered or that may in the future be delivered in connection herewith or therewith or arising from any lending relationship existing in connection with any of the foregoing, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

[Signature pages follow]

IN WITNESS WHEREOF, the parties, each by its duly authorized representative(s), have executed this Loan Agreement as of the Effective Date.

BORROWER:

KAUKAUNA RAD, LLC

BY KAUKAUNA RAD MM, LLC,
Managing Member

BY COMMONWEALTH HOLDINGS II, LLC.
Managing Member

BY _____
Kristi Morgan, Manager

CITY OF KAUKAUNA

By: _____
Name: Anthony J. Penterman
Title: Mayor

By: _____
Name: Sally A. Kenney
Title: City Clerk

List of Exhibits

Exhibit A – Definitions
Exhibit B – Form of Promissory Note
Exhibit C – Scope of Work
Exhibit D – Description of Land
Exhibit E – Form of Mortgage
Exhibit F – Form of Collateral Assignment of Leases and Rents
Exhibit G – Permitted Liens

EXHIBIT A TO LOAN AGREEMENT

Definitions

“Affiliate” means as to any Person, any other Person that, directly or indirectly through one (1) or more intermediaries, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote ten percent (10%) or more of the equity interests or shares of stock having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Change in Control” means the occurrence of any of the following whether in a single transaction or a series of transactions: (a) the sale, conveyance, assignment, gift, bequest or other transfer of ten (10%) or more of the outstanding equity interests of Borrower; (b) the sale, conveyance, assignment, gift, bequest or other transfer of substantially all of the assets of Borrower; (c) the transfer, assignment or other disposition of voting control of Borrower; or (d) a merger or consolidation of Borrower whether or not Borrower is the surviving entity.

“City’s Bond Note” means _____

Commented [A1]: Insert Definition

“Effective Date” means _____, 2022.

“Environmental Laws” shall mean any and all federal, state and local laws or statutes that relate to or impose liability or standards of conduct concerning public or occupational health and safety or the environment, as now or hereafter in effect and as have been or hereafter may be amended, modified or reauthorized, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (42 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Safe Drinking Water Act of 1974 (42 U.S.C. §300(f) et seq.), and the Occupational Safety and Health Act of 1970 (29 U.S.C. §651 et seq.), and all rules, regulations, codes, ordinances and guidance documents now or hereafter promulgated or published thereunder, and the provisions of any licenses, permits, orders and decrees now or hereafter issued pursuant to any of the foregoing.

“Event of Default” means an event of default set forth in Section 7 of this Agreement.

“Hazardous Substances” means (a) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any Environmental Law; (b) those substances listed as hazardous substances by the United States Department of

Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and (c) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical. The term "Hazardous Substances" in the Loan Documents shall specifically exclude ordinary quantities of supplies, cleaning materials, pest control, and petroleum products stored or used in a safe and lawful manner and in compliance with Environmental Laws.

"Land" means the real property described on Exhibit D to this Agreement.

"Loan" means any loan made hereunder to Borrower.

"Loan Documents" means this Agreement, the Note, Mortgage, any security agreement, any collateral assignment of rents and leases, any commercial guaranty, and all such other documents delivered to the City of Kaukauna in connection with the Loan.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise) of Borrower or any guarantor (b) the validity or enforceability of any Loan Document, (c) the perfection or priority of any lien purported to be created by any Loan Document, (d) the rights or remedies of the City of Kaukauna under any Loan Document, or (e) the ability of a Borrower or any guarantor to perform any of their material obligations under any Loan Document to which it is a party.

"Maturity Date" has the meaning set forth in Section 2(c) of the Loan Agreement.

"Mortgage" or "Mortgages" means each of the mortgages made by Borrower in favor of and for the benefit of the City of Kaukauna, substantially in the form of Exhibit E as the same may be amended, supplemented or otherwise modified from time to time to the extent permitted under the Loan Documents.

"Note" means the Promissory Note dated as of the Effective Date in the original principal amount of \$100,000.00 from the Borrower to the City of Kaukauna.

"Obligations" means all advances to, and debts (including principal, interest, fees, costs, and expenses), liabilities, covenants, and indemnities of Borrower or any guarantor arising under any Loan Document or otherwise with respect to any Loan to Borrower from the City of Kaukauna, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"Permitted Liens" means the liens set forth on Exhibit G attached to this Agreement.

"Person" means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, governmental authority, or other entity.

“Project” means the development, construction and rehabilitation of ____ units of multifamily housing and related improvements located on the Land.

“Scope of Work” means the scope of work for the Project attached to the Loan Agreement as Exhibit C.

Exhibit B to Loan Agreement

PROMISSORY NOTE

Borrower:

Kaukauna RAD, LLC
24 S. Brooke Street
Fond Du Lac, Wisconsin 54935
 Attn: _____

Lender:

City of Kaukauna
 144 W 2nd Street
 Kaukauna, WI 54130
 Attn: _____

1. Loan.

Loan Amount: \$100,000.00
 Date of Loan:
 First Payment Date:
 Maturity Date:
 Fixed Interest Rate:

2. Promise to pay. For value received and in consideration of and subject to the promises, covenants, terms and conditions in this Promissory Note (this “Note”) and in the Loan Agreement dated _____ (the “Loan Agreement”), Kaukauna RAD, LLC, a Wisconsin limited liability company (“Borrower”), promises to pay to the order of the City of Kaukauna (“Lender”), in lawful money of the United States of America and in immediately available funds, the principal amount of One Hundred Thousand and NO/100 Dollars (\$100,000.00), together with interest on the unpaid principal balance as provided herein.
3. Interest computation. Interest is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable is computed using this method.
4. Interest rate. The principal sum of this Note shall bear interest at a fixed rate of [REDACTED] per year, which rate is determined at the City’s Bond Note (as defined in the Loan Agreement) rate plus one percent (1.0%) determined at the time of purchase of the City’s Bond Note. Unpaid principal and interest shall bear interest after maturity (whether by acceleration or lapse of time) and until paid at the rate of interest specified above plus three (3) percentage points.
5. Prepayment. This Note may be prepaid in whole or in part at any time without penalty after the call date set forth in the City of Kaukauna’s Bond Note. If Borrower shall prepay the Note in full or in part prior to the call date set forth in the City’s Bond Note, Borrower shall pay a prepayment penalty equal to the remaining unpaid bond interest prior to the call date of the City’s Bond Note. Any partial prepayment of the Loan shall be applied as the City of Kaukauna directs.

Commented [FP1]: Need to understand timing of call date and prepayment premium calculation.

6. Default. An Event of Default under this Note shall be as provided in the Loan Agreement.
7. Secured obligation. This Note is secured as provided in the Loan Agreement.
8. Delinquency charge. If any payment (other than the final payment) is not made on or before the tenth (10th) day after its due date, Lender may collect, and Borrower agrees to pay upon demand, a delinquency charge in an amount equal to one percent (1%) per month of the unpaid amount until payment thereof in full, but under no circumstances shall any delinquency charge be less than Ten and No/100 Dollars (\$10.00). Any failure to pay to Lender upon demand any delinquency charge or charges shall constitute an Event of Default in payment by Borrower under the Loan Agreement.
9. Rights of Lender. Without affecting the liability of Borrower or any endorser, surety or guarantor of this Note, Lender may, without notice, accept partial payments. Without affecting the liability of any endorser, surety or guarantor of this Note, Lender may, from time to time, and without notice, renew or extend the time for payment of this Note.
10. Obligations of Borrower. Borrower and all endorsers, sureties and guarantors of this Note agree to pay all reasonable costs of collection before and after judgment, and including, but not limited to, reasonable attorneys' fees, and waive presentment, protest, demand and notice of dishonor.
11. Costs of collection. Borrower shall reimburse Lender for all reasonable costs, including actual reasonable attorneys' fees, that Lender incurs in connection with any Event of Default, notwithstanding Borrower's cure of any such default. In addition, Borrower shall reimburse Lender for all reasonable costs, fees and expenses, including actual reasonable attorneys' fees, that Lender incurs at any time, even if there is no Event of Default, in connection with any litigation or other action in which Lender becomes involved as a party, witness or otherwise, as a result of the loan hereunder being made to Borrower except to the extent such litigation or action arises from Lender's negligence, willful misconduct or breach of the Loan Documents.
12. Interpretation. This Note is intended by Borrower and Lender as a final and complete expression of this Note and as a complete and exclusive statement of the terms of this Note, and there are not any conditions to the enforceability of this Note. This Note may not be supplemented or modified except in a writing signed by Borrower and Lender. This Note benefits Lender and Lender's successors and assigns, and binds Borrower and Borrower's successors and assigns. Borrower shall not assign or otherwise transfer this Note, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of Lender. The validity, construction and enforcement of this Note shall be governed by the internal laws of Wisconsin (exclusive of Wisconsin's conflicts of laws rules) except to the extent that such laws are preempted, if at all, by federal law. Venue for any proceeding to enforce payment or collection of this Note may be in the circuit court for Outagamie County, Wisconsin in Appleton, Wisconsin, or in the federal district court for the eastern district of Wisconsin in Green Bay, Wisconsin, and Borrower consents to

the jurisdiction of such courts. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provision of this Note.

13. Defined terms. Any capitalized term which is not defined in this Note and which is defined in the Loan Agreement shall have the meaning set forth in the Loan Agreement.
14. Waiver of presentment, etc. Borrower waives presentment, demand for payment, notice of nonpayment, protest, notice of protect and notice of dishonor.
15. Nonrecourse. Notwithstanding anything to the contrary herein, the loan evidenced by this Note is a non-recourse obligation of Borrower and of any of Borrower's members. Neither Borrower nor the members or Borrower shall have any personal liability for repayment of the Loan.

[Signature page follows]

IN WITNESS WHEREOF, Borrower, by its duly authorized representative(s), has executed and delivered this Note as of the date first set forth above.

BORROWER:

KAUKAUNA RAD, LLC

BY KAUKAUNA RAD MM, LLC,
Managing Member

BY COMMONWEALTH HOLDINGS II, LLC,
Managing Member

BY _____
Kristi Morgan, Manager

EXHIBIT D – LEGAL DESCRIPTION

PARCEL A:

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

TAX PARCEL NO. 323026000

PARCEL B:

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

THE REPLAT OF THE SAID BLOCK 6; THENCE SOUTH 00° 09' EAST ALONG THE EAST LINE OF SAID REPLAT OF BLOCK 6, BEING THE EAST LINE OF GOVERNMENT LOT 8 AND THE WEST LINE OF GOVERNMENT LOT 7, 130.00 FEET TO THE PLACE OF BEGINNING.

AND

PART OF LOT NINE (9), BLOCK THREE (3), AND PART OF VACATED 11TH STREET, ALL IN BARNARD JACOB'S ADDITION TO SOUTH KAUKAUNA, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN AVENUE WITH THE CENTERLINE OF THE VACATED ALLEY IN SAID BLOCK 3; THENCE NORTH 89° 43' 56" WEST, 267.00 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH 00° 09' 47" WEST, 147.46 FEET TO THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 244.53 FOOT RADIUS CURVE OF SAID NORTH LINE HAVING A CHORD WHICH BEARS SOUTH 62° 49' 35" WEST AND IS 97.94 FEET IN LENGTH TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 9, BEING THE POINT OF BEGINNING; THENCE NORTH 00° 09' 47" EAST, 124.59 FEET ALONG SAID EXTENSION OF SAID WEST LINE AND THE NORTHERLY EXTENSION OF SAID WEST LINE OF LOT 9 TO A POINT; THENCE SOUTH 89° 43' 56" EAST, 18.00 FEET TO A POINT; THENCE SOUTH 00° 09' 47" WEST PARALLEL TO THE WEST LINE OF SAID LOT 9 TO A POINT ON THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE OF SAID NORTH LINE TO THE POINT OF BEGINNING.

TAX PARCEL NO. 323072600, 323025700, 323026001 and 323025600

PARCEL C:

ALL OF LOT 3, IN BLOCK 6, BLACKWELL BROS. ADDITION, VILLAGE OF LEDYARD, NOW A PART OF THE CITY OF KAUKAUNA, WISCONSIN, ACCORDING TO THE REPLAT OF SAID BLOCK 6.

AND

LOT FOUR (4), BLOCK SIX (6), BLACKWELL BROTHER'S ADDITION, THIRD WARD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, ACCORDING TO THE REPLAT OF SAID BLOCK SIX (6).

TAX PARCEL NO. 323008300 and 323008400

LEASEHOLD MORTGAGE

Kaukauna RAD, LLC, a Wisconsin limited liability company ("Mortgagor" or "Borrower", whether one or more) mortgages, conveys and warrants to **the City of Kaukauna**, ("Lender"), in consideration of the sum of **One Hundred Thousand Dollars (\$100,000.00)** loaned or to be loaned to **Mortgagor (the "Loan")**, evidenced by Borrower's note dated _____ (**the "Note"**), all of Borrower's leasehold interest pursuant to that certain Ground Lease dated as of _____, 2022 (**the "Ground Lease"**) with respect to the real estate described below (**the "Land"**), together with Borrower's interest in all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and Borrower's interest in all existing and future improvements and fixtures (all called the "Property").

1. Description of Land. This is not homestead property.

See Exhibit A attached hereto

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and none and those liens and encumbrances set forth in Exhibit B attached hereto (**the "Permitted Encumbrances"**). This Mortgage is subject and subordinate to that certain Construction Leasehold Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated on or about the date hereof by Mortgagor to the Associated Bank, National Association, securing indebtedness in the amount of \$[_____] (**the "Prior Mortgage"**). By accepting this Mortgage, Lender agrees that this Mortgage is subordinate to the Prior Mortgage and agrees that in the event Mortgagor refinances the loans secured by the Prior Mortgage, this Mortgage will be subordinate to any mortgage or other security interest granted to the lender in any such refinancing, and Lender agrees to execute and deliver any and all subordination agreements reasonably requested by such lender in connection therewith. The foregoing terms shall be binding upon any party to whom Lender may assign its rights under this Mortgage

Tax Parcel No.: See Exhibit A

3. Mortgage As Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the Note of Borrower to Lender, and any extensions, renewals or modifications of such Note, and (b) all other obligations of Borrower to Lender under all other documents relating to, securing or governing the Loan as renewed, amended, modified, restated and extended from time to time (**the "Loan Documents"**), (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, and (c) all interest and charges pursuant to the foregoing (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage, and to the extent not prohibited by law costs and expenses of collection or enforcement. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Note is paid according to its terms, (b) any commitment to make future advances under the Note has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage, the Loan Documents and the Note and all other terms, conditions, covenants, and agreements contained in this Mortgage, the Loan Documents and the Note have been paid and performed.

4. Taxes. To the extent not paid to Lender, Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Note or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

5. Insurance. Mortgagor shall keep the improvements on the Land insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Note or the full replacement value, whichever is less and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the copies of all policies covering the Property shall be deposited with Lender. Mortgagor shall promptly give notice of loss to insurance companies and Lender. Subject to the rights of senior lenders, all proceeds from such insurance shall be applied, at Lender's option, to the

installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Land; provided, however, Lender shall make such proceeds available to Borrower for restoration of the improvements if Borrower is not in default hereunder beyond any applicable cure period and the proceeds of insurance, together with any other funds from Borrower, are sufficient to restore the Property its condition immediately prior to such casualty. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby and subject to the rights of senior lenders, all right, title and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

6. Mortgagor's Covenants. Mortgagor covenants:

- (a) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (b) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not disclosed elsewhere on this Mortgage;
- (c) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (d) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (e) **Conveyance.** Not to sell, assign, lease (other than in the ordinary course of business), mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or Note;
- (f) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (g) **Condemnation.** To pay to Lender, subject to the rights of senior lenders, all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Note in inverse order of their maturities (without penalty for prepayment); provided, however, Lender shall make such compensation available to Borrower for restoration of Property if Borrower is not in default hereunder beyond any applicable cure period.
- (h) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it; and
- (i) **Subrogation.** That the Lender is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

7. Environmental Laws. Except as previously disclosed to Lender in writing, Mortgagor represents and warrants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require cleanup, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decrees, order or citation relating to any Hazardous Substance, and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including

reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property. Notwithstanding the foregoing, Borrower shall not have any obligation to indemnify or hold harmless Lender with respect to any loss, cost (including reasonable attorneys' fees and legal expenses), liability or damage to the extent arising from (i) the presence of any Hazardous Substance on the Property, which is first released or placed on the Property (x) solely and directly by the actions of Lender, or its agents or its representatives while Lender is in possession or control of the Property, or (ii) subsequent to any voluntary or involuntary conveyance of title to the Property from Borrower to Lender or to an unrelated third party with the consent of Lender or pursuant to a foreclosure action or deed-in-lieu thereof, or (ii) to the extent arising solely as a result of the recklessness or willful misconduct of Lender or its agents or its representatives.

8. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may, after giving Mortgagor any notice and opportunity to perform which is required by law or the Loan Documents, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any Note, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

9. Ability to Pay. Mortgagor shall not take any action or permit any event to occur which materially impairs Mortgagor's ability to pay the Note when due.

10. Default; Acceleration; Remedies. If, (a) there is a default under any Note secured by this Mortgage which continues beyond any applicable notice and cure period therein or in the Loan Documents, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage which is not cured within thirty (30) days of Lender providing Mortgagor written notice of such default, or such longer time (not to exceed 120 days) as may be reasonably necessary to cure such default if it cannot be reasonably cured within such period, but Mortgagor has commenced and is diligently pursuing a cure, then, at the option of Lender each Note will become immediately payable. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Note, together with all sums paid by Lender as authorized or required under this Mortgage or any Note, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

11. Waiver. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

12. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

13. Assignment of Rents and Leases. Subject to the prior rights of any senior lenders, Mortgagor assigns and transfers to Lender, as additional security for the Note, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Upon the occurrence of an event of default under this Mortgage or the Note and the expiration of any applicable notice and cure periods, Lender shall be entitled to the rents and may, after giving Mortgagor any notice and opportunity to perform which is required by law or the Loan Documents, notify any or all tenants to pay directly to Lender all such rents. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Note. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

14. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Note, Mortgagor agrees that the court may appoint a receiver of the Property without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

15. Foreclosure Without Deficiency Judgment. If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment

is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

16. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorney's fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.

17. Equity Investor Provisions. Notwithstanding anything to the contrary contained herein, Lender shall provide [WNC Holding, LLC, a California limited liability company, its successors and assigns] (the "Equity Investor") copies of any default notices under this Mortgage so long as the Equity Investor continues to have an ownership interest in Mortgagor. Such notice shall be given to the Equity Investor at the address set forth below or such other address designated by Equity Investor from time to time:

WNC Holding, LLC
c/o WNC & Associates, Inc.
17782 Sky Park Circle
Irvine, California 92614-6404
Attn: Melanie Wenk

Lender agrees that any cure of any default made or tendered by Equity Investor shall be deemed to be cured by Mortgagor and shall be accepted or rejected on the same basis as if made or tendered by Mortgagor. Equity Investor shall have the same time period to cure a default under this Mortgage as is granted to Mortgagor.

Notwithstanding anything to the contrary contained in the Loan Documents and except as set forth below, the following shall be permitted without consent and shall not constitute an event of default or result in any fee: (i) the transfer of any membership interest in the Borrower in accordance with the terms of Borrower's Amended and Restated Operating Agreement dated as _____, as such operating agreement may be amended from time to time (the "Operating Agreement"), (ii) the removal and replacement of the managing member of the Borrower in accordance with the Operating Agreement, and/or (iii) an amendment of the Operating Agreement memorializing the transfers or removal described above.

Notwithstanding anything to the contrary contained in this Mortgage, Lender agrees that the lien created under this Mortgage shall be subordinate to any extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended, recorded against the Property, provided that any such extended use agreement, must, by its terms, terminated upon foreclosure under the Mortgage or upon a transfer of the Property by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E)(ii) of the Internal Revenue Code.

Neither the execution or delivery of any purchase option or right of first refusal described in the Operating Agreement of the Mortgagor, nor the exercise of the rights described therein, shall constitute a default under this Mortgage of the Note, or accelerate the maturity of the Obligations thereunder.

17. Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Entire Agreement. This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

20. RAD Requirements. Borrower and Lender hereby acknowledge and agree that the Improvements and the Project (as defined in the Loan Agreement) are subject to the requirements of the RAD program as more fully provided herein:

- (a) **HUD Regulatory Documents.** Lender acknowledges that _____ units (the "RAD Units") to be rehabilitated at the Project will be assisted by funding provided through the [Housing Authority of the City of Kaukauna] (the "Authority") under the Rental Assistance Demonstration ("RAD") Program, authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (the "CFCA Act") and HUD Notice PIH-

2012-32(H) Rev-3 (January 12, 2017), as may be further amended (the “RAD Notice”). As such, the RAD Units and the Lender’s security interest in the RAD Units, are subordinate and subject to: (a) that certain Rental Assistance Demonstration Use Agreement executed by Borrower, the Authority and the U.S. Department of Housing and Urban Development (“HUD”) (the “RAD Use Agreement”), (b) the PBV Housing Assistance Payments Contract (HUD Forms 52530A and 52621) (the “HAP Contract”) executed by Borrower and Authority with respect to the RAD Units and (c) that certain RAD Conversion Commitment (HUD Form 52624) executed by HUD, Borrower and the Authority with respect to the RAD Units (the “RAD Conversion Commitment”, and collectively with the CFCA Act, RAD Notice, RAD Use Agreement, and HAP Contract, the “RAD Requirements”). If there is a conflict between a provision of this Mortgage or the Loan Documents that affects the RAD Units and a requirement in any RAD Requirement, then the RAD Requirement shall govern, except as such RAD Requirement may have been expressly waived in writing by HUD or the Authority, as appropriate.

- (b) **Subordination to RAD Use Agreement.** The lien on the Property pursuant to this Mortgage is subordinate and subject to the RAD Use Agreement.
- (c) **Notice to HUD.** Any notices of Borrower’s default provided pursuant to the Loan Documents shall also, as a courtesy, be provided to HUD as follows:

United States Department of Housing and Urban Development
 451 Seventh Street, S.W.
 Washington, DC 20410
 Attn: Office of the General Counsel.

[Signature Page Follows]

The undersigned acknowledges receipt of an exact copy of this Mortgage.

Signed and sealed on Date.

KAUKAUNA RAD, LLC

BY KAUKAUNA RAD MM, LLC,
Managing Member

BY COMMONWEALTH HOLDINGS II, LLC,
Managing Member

BY _____
Kristi Morgan, Manager

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2022, by Kristi Morgan, the manager of Commonwealth Holdings II, LLC, the managing member of KAUKAUNA RAD MM, LLC, the managing member of KAUKAUNA RAD, LLC.

(Notary Seal)

Name: _____
Notary Public, State of Wisconsin
My commission (is permanent)
expires _____

This instrument was drafted by
Attorney Sarah J. Knutson
McCarty Law LLP
2401 East Enterprise Avenue
Appleton WI 54913-7887

EXHIBIT A

PARCEL A:

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

Tax Parcel No. 323026000

PARCEL B:

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

AND

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

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN AVENUE WITH THE CENTERLINE OF THE VACATED ALLEY IN SAID BLOCK 3; THENCE NORTH 89° 43' 56" WEST, 267.00 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH 00° 09' 47" WEST, 147.46 FEET TO THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 244.53 FOOT RADIUS CURVE OF SAID NORTH LINE HAVING A CHORD WHICH BEARS SOUTH 62° 49' 35" WEST AND IS 97.94 FEET IN LENGTH TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 9, BEING THE POINT OF BEGINNING; THENCE NORTH 00° 09' 47" EAST, 124.59 FEET ALONG SAID EXTENSION OF SAID WEST LINE AND THE NORTHERLY EXTENSION OF SAID WEST LINE OF LOT 9 TO A POINT; THENCE SOUTH 89° 43' 56" EAST, 18.00 FEET TO A POINT; THENCE SOUTH 00° 09' 47" WEST PARALLEL TO THE WEST LINE OF SAID LOT 9 TO A POINT ON THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE OF SAID NORTH LINE TO THE POINT OF BEGINNING.

Tax Parcel No. 323025600 and 323072600 and 323025700 and 323026001

PARCEL C:

ALL OF LOT 3, IN BLOCK 6, BLACKWELL BROS. ADDITION, VILLAGE OF LEDYARD, NOW A PART OF THE CITY OF KAUKAUNA, WISCONSIN, ACCORDING TO THE REPLAT OF SAID BLOCK 6.

AND

LOT FOUR (4), BLOCK SIX (6), BLACKWELL BROTHER'S ADDITION, THIRD WARD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, ACCORDING TO THE REPLAT OF SAID BLOCK SIX (6).

TAX PARCEL NO. 323008300 and 323008400

EXHIBIT B

PERMITTED ENCUMBRANCES

[Note: To be confirmed and updated prior to Closing]

1. Rental Assistance Demonstration Use Agreement dated as of _____ among the United States Department of Housing and Urban Development, Kaukauna RAD, LLC, and Housing Authority of the City of Kaukauna.
2. Construction Leasehold Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of _____ from Kaukauna RAD, LLC to Associated Bank National Association to secure indebtedness in the amount of _____.
3. Agreement to Subordinate to RAD Use Agreement between Kaukauna RAD, LLC and Associated Bank, National Association dated as of _____.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (as amended or restated from time to time or at any time, the "Assignment") is made as of the ____ day of _____ 2022, by Kaukauna RAD, LLC, as assignor ("Borrower"), to the City of Kaukauna ("Lender").

RECITALS

A. Borrower and Lender are parties to that certain Loan Agreement dated _____, 2022 (as may be amended or restated from time to time or at any time, the “Loan Agreement”), whereby Lender has agreed to provide to Borrower a certain credit facility as more particularly described in the Loan Agreement.

Return to:

B. For purposes of this Assignment, and unless otherwise specifically provided in this Assignment, any capitalized term which is used in this Assignment and which is defined in the Loan Agreement shall have the meaning set forth in the Loan Agreement.

Tax Parcel Nos.: See Exhibit A

C. Borrower’s obligations under the Loan Agreement are secured by, among other collateral, a leasehold mortgage granted by Borrower to Lender under the Loan Agreement (the “Mortgage”) with respect to Borrower’s leasehold interest pursuant to that certain Ground Lease dated as of _____,2022 (the “Ground Lease”) in the real estate more particularly described on Exhibit A attached hereto and incorporated herein (the “Land”) and Borrower’s interest in the Improvements (as hereinafter defined).

D. As additional security for the obligations of Borrower under the Loan Agreement, Borrower desires to execute and deliver this Assignment to Lender.

Accordingly, in consideration of the foregoing Recitals (which are a material part of this Assignment), and for other good and valuable consideration given and received, Borrower, intending to be legally bound, hereby covenants and agrees with and for the benefit of Lender and Lender’s assignees, successors and assigns as follows:

ARTICLE 1. Assignment

1.1. Property Assigned. Borrower hereby irrevocably, absolutely, and unconditionally assigns and grants to Lender the right, title, and interest of Borrower in and to all of the following property, rights, interests, and estates, whether now owned, or hereafter acquired (the "Assigned Property"):

1.1(a). Leases and Other Agreements. All existing and future leases and all other agreements, excluding the Ground Lease, whether or not in writing, affecting the use, enjoyment, or occupancy of the Land, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements now or hereafter located thereon (the “Improvements” and together with the Land, the "Property") now or hereafter made, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §§101 et seq., as

the same may be amended from time to time (the "Bankruptcy Code"), together with any extension, renewal or replacement of the same (collectively the "Leases"); this Assignment of all such present and future Leases and present and future agreements being effective without further or supplemental assignment.

1.1(b). Rents. All rents, additional rents, revenues, income, issues, and profits (including all oil and gas or other mineral royalties and bonuses), deposits, accounts, and other benefits arising from the Leases or otherwise from the use, enjoyment, and occupancy of the Property, and any cash or security deposited in connection therewith, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents").

1.1(c). Bankruptcy Claims. All claims and rights to the payment of damages and other claims arising from any rejection by a lessee of any Lease under the Bankruptcy Code (the "Bankruptcy Claims").

1.1(d). Lease Guaranties. All claims and rights under any and all lease guaranties, letters of credit, and any other credit support (individually, a "Lease Guaranty," and collectively, the "Lease Guaranties") given to Borrower by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor," and collectively, the "Lease Guarantors").

1.1(e). Proceeds. All proceeds from any sale or other disposition of the Leases, the Rents, the Lease Guaranties, and the Bankruptcy Claims.

1.1(f). Other Rights of Borrower. All rights, powers, privileges, options, and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect, and apply all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the obligations of Borrower to Lender), and to do all other things that Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

1.1(g). Entry and Possession. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent, or by court-appointed receiver, to collect the Rents and enforce the Leases.

1.1(h). Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

1.1(i). Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections 1.1(a) through 1.1(h) above, and all amendments, modifications, replacements, renewals, extensions, supplements, restatements, and substitutions thereof.

ARTICLE 2. Consideration

2.1. Consideration. This Assignment is made in consideration of the credit facility provided by Lender to Borrower under the Loan Agreement.

ARTICLE 3. Terms of Assignment

3.1. Present Assignment. It is intended by Borrower that this Assignment constitute a present, irrevocable, absolute, and unconditional assignment of the Assigned Property, and, notwithstanding any provision hereof to the contrary, not merely an assignment for additional security only.

3.2. License Back. Subject to the terms of this Assignment and the Mortgage, Lender grants to Borrower a revocable license to collect and receive the Rents and other sums payable with respect to the Assigned Property unless and until an Event of Default (as defined in the Loan Agreement or Mortgage) shall occur. Borrower shall hold the Rents and all sums received pursuant to any Assigned Property, or a portion thereof sufficient to discharge all current sums due on the obligations of Borrower to Lender, in trust for the benefit of Lender for use in the payment of such sums.

3.3. Notice to Lessees. Borrower hereby agrees to authorize and direct the lessees named in the Leases or any other or future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of the Mortgage(s) and that an Event of Default exists, and to continue so to do until otherwise notified by Lender.

3.4. Termination of Assignment. Upon payment in full of the obligations of Borrower to Lender and the delivery and recording of a satisfaction or discharge of the Mortgage duly executed by Lender, this Assignment shall become null and void and shall be of no further force and effect.

3.5. Incorporation by Reference. All representations, warranties, covenants, conditions, and agreements contained in the Loan Agreement and/or the Mortgage as same may be modified, renewed, substituted, or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 4. Remedies

4.1. Remedies of Lender.

4.1(a). Upon or at any time after the occurrence of an Event of Default, the license granted to Borrower in Section 3.2 of this Assignment shall automatically be revoked, and Lender shall, subject to the rights of senior lenders and the terms of the Ground Lease, immediately be entitled to possession of all Rents and sums payable pursuant to any of the Assigned Property, whether or not Lender enters upon or takes control of the Property. In addition, upon or at any time after the occurrence of an Event of Default, without waiving such Event of Default, to the extent permitted by law and subject to the rights of senior lenders and the terms of the Ground Lease, without notice and without regard to the adequacy of the security for the obligations of Borrower to Lender, with or without bringing any action or proceeding, either in person or by agent, nominee, attorney, or a receiver appointed by a court, Lender, at its option, may dispossess Borrower and its agents and servants from the Property, and exclude Borrower and its agents or servants wholly therefrom and take possession of the Property and all books, records, and accounts relating thereto without liability for trespass, damages, or otherwise. Thereafter, Lender may, subject to the rights of senior lenders and the terms of the Ground Lease, have, hold, manage, lease, and operate the Property on such terms and for such period of time as

Lender may deem proper and either with or without taking possession of the Property, in its own name, demand, sue for, or otherwise collect and receive all Rents and other sums payable pursuant to any of the Assigned Property, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs, or replacements thereto or thereof as may seem proper to Lender. Lender may apply the Rents and sums received pursuant to any of the Assigned Property to the payment of the following in such order and proportion as Lender in its sole discretion may determine: (i) all expenses of managing and securing the Property, including, without limitation, the salaries, fees, and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable; (ii) all expenses of operating and maintaining the Property, including, without limitation, all utility charges, taxes, and other charges, and any other liens, charges, and expenses which Lender may deem necessary or desirable; (iii) the cost of all alterations, renovations, repairs, or replacements; (iv) all expenses incident to taking and retaining possession of the Property; and (v) the obligations of Borrower to Lender, together with all costs and reasonable attorney fees.

4.1(b). In addition, upon the occurrence of an Event of Default, Lender, at its option may, subject to the rights of senior lenders and the terms of the Ground Lease (i) complete any construction on the Property in such manner and form as Lender deems advisable; (ii) exercise all rights and powers of Borrower, including, without limitation, the right to enter into, negotiate, execute, cancel, enforce, or modify Leases, obtain and evict tenants, and demand, sue for, collect, and receive all Rents from the Property and all sums payable under the Assigned Property; (iii) either require Borrower to pay monthly in advance to Lender, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower, or require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

4.2. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement and related documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the obligations of Borrower to Lender and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally, and irrevocably waives any and all rights to assert any setoff, counterclaim, or cross claim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, or otherwise with respect to the other obligations of Borrower to Lender secured hereby in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, or any of the related loan documents.

4.3. Other Security. Lender may take or release other security for the payment of the obligations of Borrower to Lender, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the reduction or satisfaction of said obligations without prejudice to any of its rights under this Assignment.

4.4. Non-waiver. The exercise by Lender of the option granted it in Section 4.1 of this Assignment and the collection of the Rents and other sums payable pursuant to the Assigned Property and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Leases, this Assignment, or the related loan documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this

Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Mortgage or the related loan documents; (b) the release regardless of consideration, of the whole or any part of the Property; or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Mortgage, or the related loan documents. Lender may resort for the payment of the obligations of Borrower to Lender to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to enforce or recover said obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct, and cumulative, and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one (1) provision herein to the exclusion of any other provision.

4.5. Bankruptcy.

4.5(a). Upon or at any time after the occurrence of an Event of Default, Lender shall have the right, subject to the rights of senior lenders, to proceed in its own name or in the name of Borrower in respect of any claim, suit, action, or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices, and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

4.5(b). If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than twenty (20) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such twenty (20) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower, subject to the rights of senior lenders, shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 5. Further Assurances/No Liability

5.1. Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge, and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers, and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering, or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one (1) or more financing statements, chattel

mortgages, or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

5.2. No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty, or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss, or damage that may or might be incurred under the Assigned Property or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the Leases or any Lease Guaranties unless such loss or claim is caused by the willful misconduct and bad faith of Lender. Should Lender incur any such liability, the amount thereof, including costs, expenses, and reasonable attorney fees, shall be secured by this Assignment and by the Mortgage and the related loan documents, and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Mortgage and the related loan documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair, or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, or stranger.

5.3. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

ARTICLE 6. Definitions

6.1. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the phrases "attorney fees" and "counsel fees" shall include any and all attorney, paralegal, and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pretrial, trial, and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases, and the Rents, and enforcing its rights hereunder; the word "Borrower" shall mean each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein; the word "Lender" shall mean Lender and any subsequent holder of the Loan. The word "person" shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, and any other entity; and the word "Property" shall include any portion of the Property and any interest therein.

6.2. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

ARTICLE 7. Applicable Law

7.1. Choice of Law. This Assignment shall be governed, construed, applied, and enforced in accordance with the laws of the state in which the Property is located (exclusive of such state's conflicts of laws rules).

7.2. Provisions Subject to Applicable Law. All rights, powers, and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable, or not entitled to be recorded, registered, or filed under the provisions of any applicable laws.

ARTICLE 8. Miscellaneous Provisions

8.1. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

8.2. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged, or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge, or termination is sought.

8.3. Authority. Borrower represents and warrants that it has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order, or other agreement affecting Borrower or the Property.

8.4. Duplicate Originals; Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

8.5. Notices. All notices required or permitted hereunder shall be given as provided in the Loan Agreement.

8.6. Waiver of Trial By Jury. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE MORTGAGE, OR THE LOAN

AGREEMENT OR OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS, OR AGENTS IN CONNECTION THEREWITH.

8.7. Liability. If Borrower consists of more than one (1) person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

8.8. Headings, etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

8.9. Reasonable Discretion of Lender. Wherever pursuant to this Assignment (a) Lender exercises any right given to it to approve or disapprove; (b) any arrangement or term is to be satisfactory to Lender; or (c) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Lender, shall be in the reasonable discretion of Lender, except as may be otherwise expressly and specifically provided herein.

8.10. Costs and Expenses of Borrower. Wherever pursuant to this Assignment it is provided that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable legal fees and disbursements of Lender, whether with respect to retained firms, the reimbursement of the expenses for in-house staff or otherwise.

8.11 Third party benefit. This Assignment, together with the covenants and warranties therein contained, shall inure to the benefit of Lender and any subsequent holder of the Mortgage and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

8.12. Partial Subordination to Extended Use Agreement. Notwithstanding anything to the contrary contained in this Assignment, Lender agrees that the lien created under this Assignment shall be subordinate to any extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended, recorded against the Property, provided that any such extended use agreement, must, by its terms, terminated upon foreclosure under the Mortgage or upon a transfer of the Property by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E)(ii) of the Internal Revenue Code

8.13 RAD Requirements. Borrower and Lender hereby acknowledge and agree that the Improvements and the Project (as defined in the Loan Agreement) are subject to the requirements of the RAD program as more fully provided herein:

- (a) HUD Regulatory Documents. Lender acknowledges that [REDACTED] units (the “RAD Units”) to be rehabilitated at the Property will be assisted by funding provided through the [Housing Authority of the City of Kaukauna] (the “Authority”) under the Rental Assistance Demonstration (“RAD”) Program, authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (the “CFCA Act”) and HUD Notice PIH-2012-32(H) Rev-3 (January 12, 2017), as may be further amended (the “RAD Notice”). As such, the RAD Units and the Lender’s security interest in the RAD Units, are subordinate and subject to: (a) that certain Rental Assistance

Demonstration Use Agreement executed by Borrower, the Authority and the U.S. Department of Housing and Urban Development (“HUD”) (the “RAD Use Agreement”), (b) the PBV Housing Assistance Payments Contract (HUD Forms 52530A and 52621) (the “HAP Contract”) executed by Borrower and Authority with respect to the RAD Units and (c) that certain RAD Conversion Commitment (HUD Form 52624) executed by HUD, Borrower and the Authority with respect to the RAD Units (the “RAD Conversion Commitment”, and collectively with the CFCA Act, RAD Notice, RAD Use Agreement, and HAP Contract, the “RAD Requirements”). If there is a conflict between a provision of this Assignment or the Loan Documents that affects the RAD Units and a requirement in any RAD Requirement, then the RAD Requirement shall govern, except as such RAD Requirement may have been expressly waived in writing by HUD or the Authority, as appropriate.

- (b) Subordination to RAD Use Agreement. The lien on the Assigned Property pursuant to this Assignment is subordinate and subject to the RAD Use Agreement.
- (c) Notice to HUD. Any notices of Borrower’s default provided pursuant to the Loan Documents shall also, as a courtesy, be provided to HUD as follows:

United States Department of Housing and Urban Development
451 Seventh Street, S.W.
Washington, DC 20410
Attn: Office of the General Counsel.

IN WITNESS WHEREOF, Borrower, by its duly authorized representative(s), has executed and delivered this instrument as of the day, month and year first above written.

[Signature Page Follows]

[Signature Page to Assignment of Leases and Rents]

KAUKAUNA RAD, LLC

BY KAUKAUNA RAD MM, LLC,
Managing Member

BY COMMONWEALTH HOLDINGS II, LLC,
Managing Member

BY _____
Kristi Morgan, Manager

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2022, by Kristi Morgan the manager of Commonwealth Holdings II, LLC, the managing member of Kaukauna RAD MM, LLC, the managing member of Kaukauna RAD, LLC.

(Notary Seal)

Name: _____
Notary Public, State of Wisconsin
My commission (is permanent)
expires _____

This instrument was drafted by:
Sarah J. Knutson, Attorney
McCarty Law LLP
2401 East Enterprise Avenue
Appleton WI 54913-7887
920-882-4070

EXHIBIT A

Legal Description of Property

EXHIBIT A

PARCEL A:

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

Tax Parcel No. 323026000

PARCEL B:

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

AND

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

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN AVENUE WITH THE CENTERLINE OF THE VACATED ALLEY IN SAID BLOCK 3; THENCE NORTH 89° 43' 56" WEST, 267.00 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH 00° 09' 47" WEST, 147.46 FEET TO THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 244.53 FOOT RADIUS CURVE OF SAID NORTH LINE HAVING A CHORD WHICH BEARS SOUTH 62° 49' 35" WEST AND IS 97.94 FEET IN LENGTH TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 9, BEING THE POINT OF BEGINNING; THENCE NORTH 00° 09' 47" EAST, 124.59 FEET ALONG SAID EXTENSION OF SAID WEST LINE AND THE NORTHERLY EXTENSION OF SAID WEST LINE OF LOT 9 TO A POINT; THENCE SOUTH 89° 43' 56" EAST, 18.00 FEET TO A POINT; THENCE SOUTH 00° 09' 47" WEST PARALLEL TO THE WEST LINE OF SAID LOT 9 TO A POINT ON THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE OF SAID NORTH LINE TO THE POINT OF BEGINNING.

Tax Parcel No. 323025600 and 323072600 and 323025700 and 323026001

PARCEL C:

ALL OF LOT 3, IN BLOCK 6, BLACKWELL BROS. ADDITION, VILLAGE OF LEDYARD, NOW A PART OF THE CITY OF KAUKAUNA, WISCONSIN, ACCORDING TO THE REPLAT OF SAID BLOCK 6.

AND

LOT FOUR (4), BLOCK SIX (6), BLACKWELL BROTHER'S ADDITION, THIRD WARD, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, ACCORDING TO THE REPLAT OF SAID BLOCK SIX (6).

TAX PARCEL NO. 323008300 and 323008400

Document Number	AGREEMENT TO SUBORDINATE TO RAD USE AGREEMENT CITY OF KAUKAUNA LOAN Document Title
	Recording Area
	Prepared by and after recording return to: Paul Dombrowski Husch Blackwell LLP 33 East Main Street Suite 300 Madison, WI 53703
	See Exhibit A <hr/> Parcel Identification Number (PIN)

**AGREEMENT TO SUBORDINATE
TO RENTAL ASSISTANCE DEMONSTRATION USE AGREEMENT**

**Statesburg Apartments (f/k/a Golden Venture Apartments)
CITY OF KAUKAUNA LOAN**

This Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (this “**Subordination**”) is entered into as of this ____ day of _____, 20 __, by the **City of Kaukauna** (the “**Lender**”) and **Kaukauna RAD, LLC**, a Wisconsin limited liability company (the “**Project Owner**”), collectively the “**Parties**.”

WHEREAS, the Parties executed that certain Loan Agreement, and Project Owner has executed that certain Leasehold Mortgage in favor of Lender and that certain Assignment of Leases and Rents in favor of Lender (“**Subordinate Documents**”) dated and recorded as of substantially even date herewith; and

WHEREAS, HUD has authorized the conversion of the Statesburg Apartments (f/k/a the Golden Venture Apartments) (the “**Project**”) located upon the real property described on Exhibit “A” attached hereto, from public housing to Section 8 assistance under the Rental Assistance Demonstration (“**RAD**”) program, pursuant to Public Law 112-55; and

WHEREAS, as a condition of the RAD conversion, the Owner executed a Rental Assistance Demonstration Use Agreement dated and recorded as of substantially even date herewith (the “**RAD Use Agreement**”) for the benefit of HUD; and

WHEREAS, HUD requires as a condition of the RAD conversion that the Parties agree to subordinate the Subordinate Documents to the RAD Use Agreement;

NOW THEREFORE, let it be known to all interested parties, that for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned do hereby agree:

1. So long as the RAD Use Agreement, and all extensions thereto, be in effect, the Subordinate Documents shall in all respects be subordinate.
2. This Subordination extends to and continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or the Subordinate Documents.
3. In the event of conflict between/among the Subordinate Documents and the RAD Use Agreement, the RAD Use Agreement controls.
4. The following amendments to the Subordinate Documents require the prior written consent of HUD: Any amendment to any HUD-required provisions in the Subordinate Documents, an increase in the interest rate, an increase of the total indebtedness, an acceleration of the amortization or payment schedule, and any

changes that would preclude or impair a reasonable opportunity to cure any defaults by the Project Owner under the Subordinate Documents.

5. This Subordination will survive bankruptcy and foreclosure.
6. This Subordination may be signed in counterparts.
7. The invalidity, in whole or in part, of any of the provisions set forth in this Subordination, shall not affect or invalidate any remaining provisions.
8. This Subordination and every covenant hereof shall be binding upon the Parties and their respective successors and assigns. This Subordination shall not be modified or amended except by a written instrument executed by all parties hereto and approved in writing by HUD.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have each duly executed this Agreement to Subordinate to the Rental Assistance Demonstration Use Agreement as of the date first above written.

LENDER:

CITY OF KAUKAUNA

By: _____
Anthony J. Penterman, Mayor

Attest: _____
Sally A. Kenney, City Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF OUTAGAMIE)

On this _____ day of _____, 20____ before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Anthony J. Penterman and Sally A. Kenney, in their capacities as Mayor and City Clerk of the City of Kaukauna, respectively, and being duly sworn, acknowledged the execution of the foregoing instrument.

Notary Public
Print Name: _____
Commission expires _____

[SEAL]

PROJECT OWNER:

KAUKAUNA RAD, LLC

BY KAUKAUNA RAD MM, LLC,
Managing MemberBY COMMONWEALTH HOLDINGS II, LLC,
Managing MemberBY _____
Kristi Morgan, ManagerSTATE OF WISCONSIN)
) ss.
_____ COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 202____, by Kristi Morgan, the manager of Commonwealth Holdings II, LLC, the managing member of Kaukauna RAD MM, LLC, the managing member of Kaukauna RAD, LLC.

(Notary Seal)

 Name: _____
 Notary Public, State of Wisconsin
 My commission (is permanent)
 expires _____

EXHIBIT A**Legal Description**

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

AND

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

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF MAIN AVENUE WITH THE CENTERLINE OF THE VACATED ALLEY IN SAID BLOCK 3; THENCE NORTH 89° 43' 56" WEST, 267.00 FEET ALONG SAID CENTERLINE TO A POINT; THENCE SOUTH 00° 09' 47" WEST, 147.46 FEET TO THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 244.53 FOOT RADIUS CURVE OF SAID NORTH LINE HAVING A CHORD WHICH BEARS SOUTH 62° 49' 35" WEST AND IS 97.94 FEET IN LENGTH TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 9, BEING THE POINT OF BEGINNING; THENCE NORTH 00° 09' 47" EAST, 124.59 FEET ALONG SAID EXTENSION OF SAID WEST LINE AND THE NORTHERLY EXTENSION OF SAID WEST LINE OF LOT 9 TO A POINT; THENCE SOUTH 89° 43' 56" EAST, 18.00 FEET TO A POINT; THENCE SOUTH 00° 09' 47" WEST PARALLEL TO THE WEST LINE OF SAID LOT 9 TO A POINT ON THE NORTH LINE OF RELOCATED 11TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE OF SAID NORTH LINE TO THE POINT OF BEGINNING.

TAX PARCEL NO. 323025600 AND 323072600 AND 323025700 AND 323026001

AND

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

FOR INFORMATIONAL PURPOSES ONLY:

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

PARCEL NO. 323008300

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

FOR INFORMATIONAL PURPOSES ONLY:

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

PARCEL NO. 323008400

AND

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

TAX PARCEL NO. 323026000

GROUND LEASE

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

WITNESSETH:

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Legal Requirements” shall mean all requirements of Law.

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

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

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

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

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

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

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

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

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

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

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

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

“Rent” shall mean Base Rent and Additional Rent.

“Rent Commencement Date” shall mean the Commencement Date.

“State” shall mean the State of Wisconsin.

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

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

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

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

ARTICLE II LEASE OF PREMISES

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

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

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

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

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

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

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

Section 3.02 Rent Payable to Landlord.

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

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

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

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

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

Section 4.01 Payment of Impositions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V PERMITTED USE

Section 5.01 Permitted Use.

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

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

ARTICLE VI OPERATION OF THE PREMISES

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

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

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

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

ARTICLE VII MAINTENANCE, REPAIRS, AND ALTERATIONS

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

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

ARTICLE VIII INSURANCE

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

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

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

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

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

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

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

(a) Tenant shall require all its Subtenants to:

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

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

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

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

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

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

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

ARTICLE IX INDEMNIFICATION

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

ARTICLE X ASSIGNMENT; SUBLEASE; NON-DISTURBANCE

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

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

Section 10.02 Subleases.

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

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

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

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

ARTICLE XI FEE MORTGAGES; LEASEHOLD MORTGAGES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII DEFAULT; REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII EXPIRATION OR TERMINATION

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

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

ARTICLE XIV DAMAGE AND DESTRUCTION

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

ARTICLE XV CONDEMNATION

Section 15.01 Total Taking.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI ESTOPPEL CERTIFICATES

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

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

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

ARTICLE XVII NOTICES

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

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

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

ARTICLE XVIII HOLDING OVER

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

ARTICLE XIX COMPLIANCE WITH LAWS; ENVIRONMENTAL LAWS

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

Section 19.02 Environmental Laws.

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

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

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

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

ARTICLE XX BROKERS

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

ARTICLE XXI NO IMPAIRMENT OF LANDLORD'S TITLE

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

ARTICLE XXII QUIET ENJOYMENT

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

ARTICLE XXIII LIMITATION OF LANDLORD'S LIABILITY

Section 23.01 Limitation of Landlord's Liability.

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

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

ARTICLE XXIV MEMORANDUM

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

ARTICLE XXV MISCELLANEOUS

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

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

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

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

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

Section 25.02 Patriot Act.

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

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

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

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

Section 25.03 No Waiver; Cumulative Rights of Landlord.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) This Lease shall in all respects be subordinate to the Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the Use Agreement or this Lease.
- (b) If any of the provisions of this Lease conflict with the terms of the Use Agreement, the provisions of the Use Agreement shall control.
- (c) The provisions of this Section 25.14 are required to be inserted into this Lease by HUD and may not be amended without HUD’s prior written approval.
- (d) Violation of the Use Agreement constitutes a default of this ground lease.
- (e) Notwithstanding any other contract, document or other arrangement, upon termination of this Lease, title to the real property leased herein shall remain vested in Landlord and title to the buildings, fixtures, improvements, trade fixtures and equipment that belong to Tenant shall vest in Landlord.
- (f) Neither the Tenant nor any of its member shall have any authority to:
 - (i) Take any action in violation of the Use Agreement; or

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

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

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

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

By: _____
Lori Ratzburg, Executive Director

TENANT:

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

By _____
Kristi Morgan, Manager

[Signature Page to Ground Lease]

EXHIBIT A**LEGAL DESCRIPTION OF LAND**

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

AND

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

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

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

TAX PARCEL NO. 323025600 AND 323072600 AND 323025700 AND 323026001

AND

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

FOR INFORMATIONAL PURPOSES ONLY:

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

PARCEL NO. 323008300

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

FOR INFORMATIONAL PURPOSES ONLY:

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

PARCEL NO. 323008400

AND

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

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

TAX PARCEL NO. 323026000

Tier I = Top Priority

Tier II = Important

Tier III = Optional

Golden Venture Rehab Scope of Work:

Unit Work: (61 Units)

- Plumbing TIER 1
 - o New Drain Lines inside Cabinets Only (No new lines inside walls - REPLACE LINES IN WALLS)
 - o Replace all Shut off Valves in Unit (and Outside in Access Panel)
 - o Replace all Plumbing Fixtures
 - o Connect all plumbing (faucets in kitchen and bathroom, including shower and toilet to soft water)
 - o New Tub Surrounds (Existing Pan Stay – OPTION TO INSTALL NEW SHOWER PANS)
 - o New Garbage Disposal Install - REMOVE – NO DISPOSALS
 - o Option to replace Drain Lines behind drywall from ceiling to floor (not floor to floor - REPLACE DRAIN LINES FLOOR TO FLOOR)
- HVAC TIER 1
 - o Replace Valves in Baseboard
 - o New Thermostats
 - o New Bath Fan Exhaust
 - o Price Option to Add PTAC Units
- Electrical TIER 1
 - o Replace Existing Fixtures with LED
 - o New Breaker Panels
 - Lower for ADA Units
 - o Wire all apartments to have smoke alarms horns
 - o Add outlet for New A/C Unit or PTAC Unit (Cut a path in the drywall to run from the Breaker box to new outlet)
 - o Add outlet for Over the Range Microwave (Cut a hole in the drywall to run from the Breaker box to new outlet)
 - o New Ceiling Fan in Living Room and Bedroom (Wire-Mold) (If they can run the wire with the new outlet they will)
- Misc.
 - o Remove Half Wall in Kitchen for Pantry - THIS WOULD BE THE PANTRY IN THE KITCHEN TO BE REMOVED TO EXTEND THE CABINETS AND ALLOW FOR 30" STOVE WITH A STAND-ALONE PANTRY (1/2 wall is in between living room and bedroom in small units) TIER I
 - o Closest Doors Shrink in Height - Frame in Above opening (Stand 6'-8" Height) TIER I
 - o New Cabinets (61 Units Only) TIER I (although want to make sure of unit count)
 - o New Vanity (59 Units Only) TIER I (although want to make sure of unit count)
 - o New Flooring TIER I
 - All Cove Base
 - LVP in the Living Room and Bedroom
 - Sheet Vinyl in Bathroom and Kitchen
 - o New Paint Walls and Ceiling TIER I
 - Drywall Patch Area as needed
 - o New Entry Doors and Hardware ▪ Flush Solid Core TIER I
 - o New Doors and Hardware ▪ 6 Panel – Hollow Core TIER II
 - o New Appliances- White Color (69 Units) ▪ Refrigerator TIER I
 - Range (Glass Top)
 - Over the Range Microwaves

- (Range Hood in ADA Units Non-Venting)
- Countertop Microwaves in ADA
- Garbage Disposal **REMOVE – NO DISPOSALS**
- Figure 3 ADA Units and One Community Room Kitchen
- o Add Sounds Insulation between Unit Demising Walls **TIER II**

Public Area:

- Plumbing
 - o Option to Add Bathroom and Mop Sink in Maintenance Shop **REMOVE**
 - o Check Pumps to Ensure Proper Circulation **TIER I**
 - o Replace Shut off Valves to section off Building **TIER I**
 - o New Water Fountains with Bottle Filler **TIER I** (**planned on only having one water fountain with bottle filler on the first floor by the laundry room area and not on all 3 floors of the building**)
 - o Rework TV/Activity Room Kitchen **TIER I**
 - o Rework Public Bathroom to Comply with ADA **TIER I**
- HVAC
 - o Remove Electric Heaters in Hallways and Stairwells **TIER I**
 - o New Mini Split System in Hallways and Stairwells **TIER I IN HALLWAYS**
TIER III IN STAIRWELLS
 - o Replace One Existing Split System that leaks in Hallway (**WOULDN'T THIS BE TAKEN CARE OF WITH ABOVE ITEM?**)
 - o Rework TV/Activity Room Kitchen **TIER II**
 - o Rework Public Bathroom to Comply with ADA **TIER I**
- Electrical
 - o Replace Existing Light Fixtures with LED **TIER I**
 - o Allowance to clean up 1st Floor Ceiling above Ceiling Grid **TIER II**
 - o Verify Existing Wiring will pass code (will have to price out after work begins) **TIER I**
 - o Rework TV/Activity Room Kitchen **TIER I**
 - o Rework Public Bathroom to Comply with ADA **TIER I**
 - o New LED Exit Signs **TIER I**
 - o New Camera System with Recording Device (install monitors in main office) **TIER I**
- Misc.
 - o New Flooring through common area (match existing material) **TIER I**
 - Cove Base
 - o New Handrail in Corridor (Inpro Wide Grip) (Hospital Grade) **TIER II**
 - o Rework TV/Activity Room Kitchen (open Wall up to Make Breakfast Nook Area) **TIER I**
 - o Rework Public Bathroom to Comply with ADA **TIER I**
 - o New Cabinets in TV/Activity Room Kitchen **TIER I**
 - o Fill in 3rd Floor Window with Vinyl Graphic to allow light still to come through (reading Area) **TIER III**
 - o New Mailboxes **TIER II**
 - o All New Interior Storefront Doors and Windows (Not Fire-rated) **TIER I**
 - Automatic Operator at Existing Locations

Exterior (Includes Garage and Shed)

- Roofing (Demo Existing and Install New) **TIER I**
 - o New Asphalt Shingle Roof
 - Repair Failing Trusses by Roof Hatch **TIER I**
 - Provide more air Flow through roof with Soffit vents or Lower vents down lower **TIER I**
 - o Rubber Roof **TIER II** (received quote for this, could possibly work on with revenue)

- Repair Existing Rubber Roof Area Wood Structure TIER II
- Slope Iso to Roof Drain TIER II
- Add Pedestal Pavers on Roof TIER II
- Siding (Demo Existing and Install New) TIER I
 - o New Vinyl Siding
 - Includes Mansard Area with Asphalt Shingle are currently (Vinyl Shakes)
 - Option to Install Sheet Metal on Mansard
 - o New Aluminum Vented Soffit and Fascia TIER I
- New Windows (Demo Existing and Install New) TIER I
 - o Vinyl Replacement Window Single Hung- Color: White
 - Price option for Double Hung
- New Gutter and Downspout (Demo Existing Replace with New) TIER II
 - o No Leaf Protection (Cause Ice Damming) - (would we then need to clean gutters and downspouts – my belief is the lack of adequate venting is causing the ice damming more so than the leaf protection)
 - o Possible Electric Heat Tape Inside Gutter
 - o Option for Open Face Downspouts
- Entry Door
 - o Replace all New Store Front Doors TIER I
 - Thermally Broken Frames TIER I
 - Automatic Operator at Main Entry TIER I
- Asphalt
 - o Repair and Crack Fill existing Asphalt TIER I
 - o Re-seal and Stripe Asphalt TIER I
 - o Option to construct new Parking Area (behind parking Garage) TIER I
 - o Add Site Drain for water that collects at bottom of Parking Lot TIER I
- New Fire Escape
 - o Building Fire Escape to Code (Metal Frame) TIER II (pending compliance standards)
- Tuckpointing TIER III
 - o As needed

EXTRA THINGS RESIDENTS REQUESTED AFTER

- Television hook ups in bedrooms for either cable or antenna tv
- Closet organizers so that tenants can set up the way that meets their needs
- Expand office space using room 217 for expansion.

RESOLUTION NO. 2022-5321

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POLICE POWERS FOR PUBLIC IMPROVEMENTS TO ALLEYS ABUTTING PROPERTIES ALONG WEST 6TH STREET, WEST 7TH STREET, WEST 8TH STREET, DODGE STREET, EAST 8TH STREET, EAST 9TH STREET, AND EAST 10TH STREET.

BE IT RESOLVED by the Common Council of the City of Kaukauna, Wisconsin;

That the Common Council hereby declares its intention to exercise the police powers under Section 66.0703 of the Wisconsin Statutes to levy special assessments upon property within the following areas for improvements conferred upon such property:

1. The installation of asphalt alleys, grading, gravel base, excavation, landscaping and topsoil including engineering charges on the following alleys:

WEST SIDE ALLEYS

- Alley Between W 6th Street and W 7th Street – Western Terminus to Foerster Avenue
- Alley Between W 6th Street and W 7th Street – Foerster Avenue to Eden Avenue
- Alley Between W 6th Street and W 7th Street – Eden Avenue to Kenneth Avenue
- Alley Between W 7th Street and W 8th Street – Western Terminus to Foerster Avenue
- Alley Between W 7th Street and W 8th Street – Foerster Avenue to Eden Avenue
- Alley Between W 7th Street and W 8th Street – Eden Avenue to Kenneth Avenue

EAST SIDE ALLEYS

- Alley Between Dodge Street and E 8th Street – Boyd Avenue to Cleveland Avenue
- Alley Between E 8th Street and E 9th Street – Boyd Avenue to Cleveland Avenue
- Alley Between E 9th Street and E 10th Street – Boyd Avenue to Cleveland Avenue

2. The assessment against any parcel related to the installation of alleys and all associated work, may be paid in cash or over a period of ten (10) years or less. All deferred payments shall bear interest at the rate paid by the City on the borrowed money plus one percent (1%).
3. The City Engineer and Board of Public Works are hereby directed to prepare a report consisting of:
 - a. Final plans and specifications for the said improvements.
 - b. An estimate of the entire cost of the proposed project.
 - c. A schedule of the proposed assessments.
 - d. A statement that the property against which the assessments are proposed is benefited.
4. Upon completion of the above report, a copy of the same is to be filed in the office of the City Clerk for public inspection, and the Clerk is then directed to give notice of a public hearing on such report pursuant to Section 66.0703(7) of the Wisconsin Statutes.

Introduced and adopted this 1st day of February, 2022

APPROVED: _____
Anthony J. Penterman, Mayor

ATTEST: _____
Sally A. Kenney, Clerk

RESOLUTION NO. 2022-5322**RESOLUTION APPROVING THE DEDICATION OF GREEN HAVEN LANE**

WHEREAS, Green Haven Lane must be extended to accommodate residential growth; and

WHEREAS, the road dedication of Green Haven Lane has been presented to and recommended for approval by the Plan Commission; and

WHEREAS, the proposed road dedication will allow for the orderly growth and efficient residential vehicular movement:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kaukauna, Wisconsin, that the City of Kaukauna confirms this dedication of approximately 0.17 acres of land, described as follows:

Part of Lot 2, Certified Survey Map No. 2496, Outagamie County Records, located in part of the Southwest ¼ of the Northeast ¼ of Section 35, T21N-R18E, City of Kaukauna, Outagamie County, Wisconsin, that lies 30 feet on either side of the following described centerlines:

Commencing at the Northwest Corner of Lot 2, Certified Survey Map No. 2496, Outagamie County Records; thence S0°01'09" W, 50.00 feet along the East line of Government Lot 3 of Section 35, T21N-R18E also being the west line of said Lot 2 to the Point of Beginning thence S89°59'56" E, 120.59 feet to the point of termination.

Adopted by the Common Council of the City of Kaukauna, Wisconsin, on this the 1st of February 2022.

APPROVED: _____
Anthony J. Penterman, Mayor

ATTEST: _____
Sally A. Kenny, Clerk



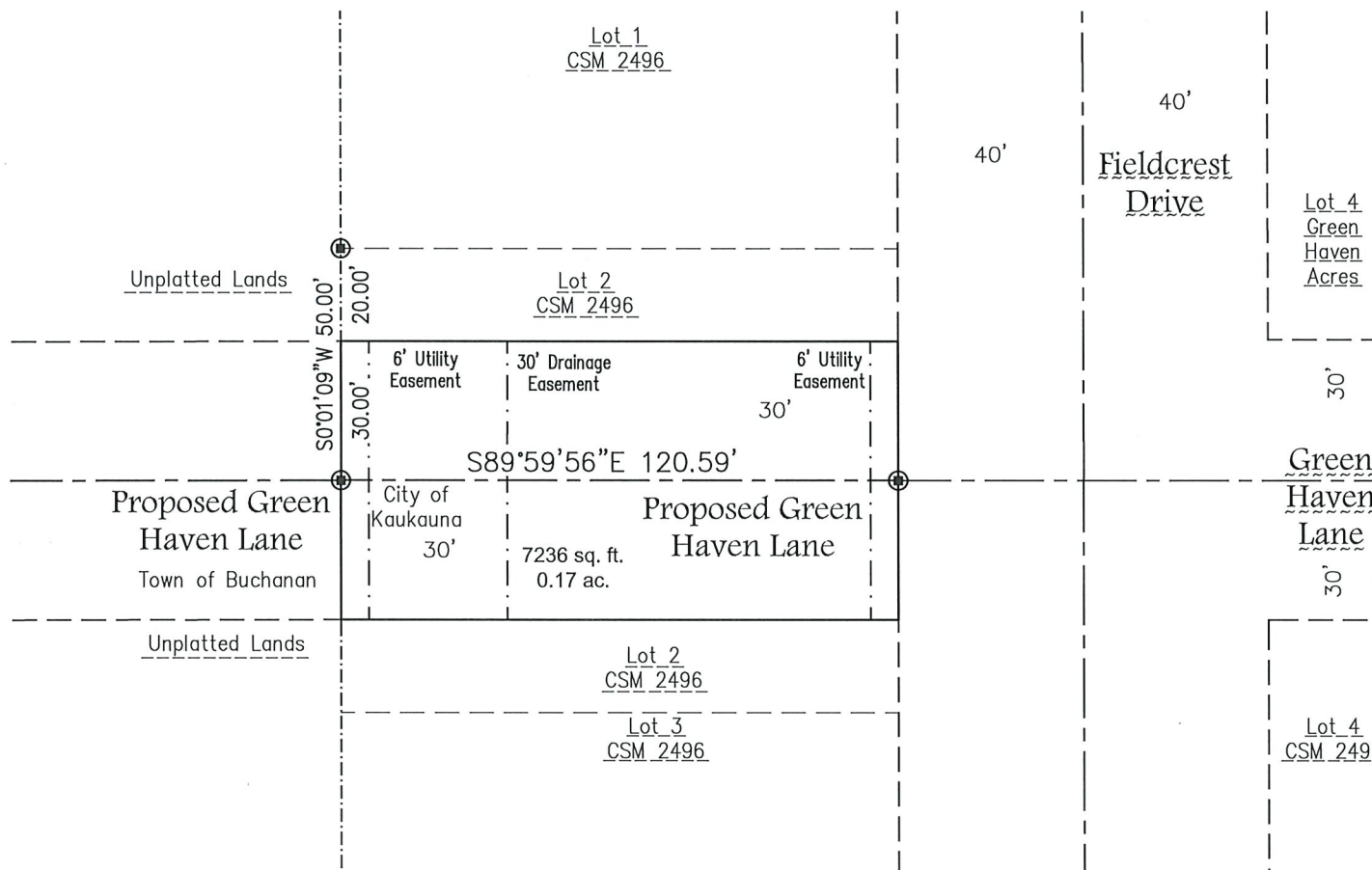
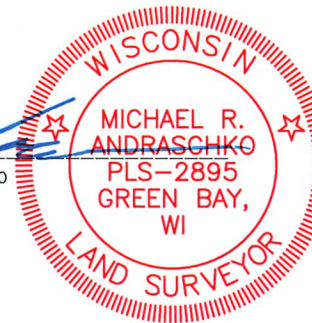
North Map of Proposed Green Haven Lane

Part of Lot 2, Certified Survey Map No. 2496, Outagamie County Records, located in part of the Southwest 1/4 of the Northeast 1/4 of Section 35, T21N-R18E, City of Kaukauna, Outagamie County, Wisconsin

Scale: 1" = 40'



Michael R. Andraschko
PLS-2895
1/04/2022



Green Haven Lane (Centerline Description)

Part of Lot 2, Certified Survey Map No. 2496, Outagamie County Records, located in part of the Southwest 1/4 of the Northeast 1/4 of Section 35, T21N-R18E, City of Kaukauna, Outagamie County, Wisconsin, that lies 30 feet on either side of the following described centerline:

Commencing at the Northwest Corner of Lot 2, Certified Survey Map No. 2496, Outagamie County Records; thence S0°01'09"W, 50.00 feet along the East line of Government Lot 3 of Section 35, T21N-R18E also being the west line of said Lot 2 to the Point of Beginning; thence S89°59'56"E, 120.59 feet to the point of termination.

Road dedication contains 7,236 square feet / 0.17 acres more or less.

Sheet One of One
Project No.: M-19821
Drawing No.: L-11659
Fieldwork Completed:

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Client: Mead and Hunt
Tax Parcel: 323166102
Drafted By: Tyler
File: M-19821\Exhibit 010322.dwg
Data File: M-19821.txt

RESOLUTION NO. 2022-5323**RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A LOAN AGREEMENT WITH KAUKAUNA RAD, LLC**

WHEREAS, HUD has authorized the conversion of the Statesburg Apartments (f/k/a the Golden Venture Apartments) from public housing to Section 8 assistance under the Rental Assistance Demonstration (“**RAD**”) program, pursuant to Public Law 112-55; and

WHEREAS, in order to complete construction under HUD, Kaukauna RAD, LLC is in need of low interest loan from the City of Kaukauna; and

WHEREAS, attached as Exhibit A is a copy of the loan agreement between the City of Kaukauna and Kaukauna RAD, LLC;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kaukauna, Wisconsin, that the City will enter into a loan agreement with Kaukauna RAD, LLC for the purposes of structuring Statesburg Apartments.

Introduced and adopted this 1st day of February, 2022.

APPROVED: _____

Anthony J. Penterman, Mayor

ATTEST: _____

Sally A. Kenney, Clerk