

**APPLICATION FOR TAX EXEMPT FINANCING  
HOUSING AUTHORITY / REDEVELOPMENT AUTHORITY  
and CITY OF MILWAUKEE**

(Please provide all requested information, and be sure to sign the application)

**A. GENERAL INFORMATION**

Name of Applicant Business: Crown Court Prairie Haven, LLC, a Wisconsin limited liability company whose sole member is Crown Court Properties, Ltd.

Address: 2233 W. Mequon Road, Mequon, Wisconsin 53092

Phone No.: (262) 242-7705

Web Site: www.crowncourtproperties.com

Legal Status of Applicant:                X     Corporation (complete Addendum I)  
              Partnership (complete Addendum II)

           General  
           Limited

Nature of Business: The Company's mission is to acquire, rehabilitate and maintain quality affordable housing for low to moderate income households

SIC Code: Not Applicable

Employer ID No.: 31-1663821

Number of Employees: 3

Number of Minority Employees: 0

Related Firms, if any (affiliates, subsidiaries, etc.):

Not Applicable

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Please list all names under which you do business:

**See EXHIBIT A**

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**B. PROPOSED PROJECT**

Address: 8949 North 97<sup>th</sup> Street, Milwaukee, Milwaukee County, Wisconsin 53224

Project Description (including the following: size of the site; description of existing buildings, improvements and equipment; description of any land to be purchased; description of any new construction or renovation the project would involve; description of any equipment to be purchased as part of project; use of project; any other matters needed to give a brief description of entire project; include also a general description of processes, products, etc., and any pollution control devices to be installed, if applicable):

The property is a senior housing complex that includes one three and four story building containing 222 studio, one and two bedroom units. The gross building size is 349,263 square feet and net rentable apartment area is approximately 169,839 square feet. The building was constructed in 1983 on an 8.018 acre site. Common areas include a community room, dining room, activity and crafts room, woodworking shop, library, game room, chapel/mediation room, lounge, exercise room, whirlpool, beauty/barber shop, bank, tenant storage, convenience store, laundry facility, outdoor gardening, four-season sun room, and visitor guest room. Covered parking consists of 76 stalls contained in 11 detached garage buildings. In addition, 126 surface stalls are available for tenant use. The surrounding land use is compatible with multifamily development. Public road access and parking are adequate and there are no nuisances, hazards, or easements observed according to the appraisal.

It project is a housing development; attach data on unit mix, size, rental rates, parking, services.

**See EXHIBIT B**

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**C. SITE CONTROL**

Submit evidence of site/project ownership or control (option or accepted offer to purchase).

See EXHIBIT C

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**D. ESTIMATED DATES OF COMMENCEMENT AND COMPLETION OF PROJECT**

Closing in March 2014. The property is currently occupied; construction will take 12 months. The property will operate during the rehab.

**E. ANTICIPATED NEW EMPLOYMENT FROM THIS PROJECT** (Please breakdown by type):

It is our intent to keep a majority of existing employees. In addition, we anticipate adding the below:

Type	Number One Year After Start-up	Total Over Next Four Years	Anticipated Wage/Salary
maintenance	1 additional	1 additional	\$15.00/hr

**F. FINANCING**

Identify participating underwriter/lender for project:

Merchant Capital, LLC  
2660 Eastchane Lane, Suite 400  
Montgomery, AL 36117

Cody N. Wilson  
[cody.wilson@merchantcapital.com](mailto:cody.wilson@merchantcapital.com)  
Telephone: (334) 834-5100

**G. ARCHITECT/ENGINEER**

Identify project architect/engineer: Gregg Benz, Benz Architecture.

H. PROJECT COST

See EXHIBIT D and EXHIBIT E

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Demolition	\$ _____
Site Acquisition	\$ _____
Site Improvement	\$ _____
New Construction	\$ _____
Remodeling of Existing Structures	\$ _____
Equipment	\$ _____
Furniture & Fixtures	\$ _____
Construction Interest	\$ _____
Indirect Costs (real estate taxes, legal, etc.)	\$ _____
Design and Engineering	\$ _____
Other Costs (specify)	\$ _____
Off—Site improvements	\$ _____
<b>TOTAL</b>	\$ _____

I certify that the information contained in this application is, to the best of my knowledge, true and correct.

Attest: \_\_\_\_\_

By:  \_\_\_\_\_

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

Title: Administrator Date: 1/28/14

Please submit with \$1,000.00 non—refundable application fee. Additional fees of the Authority for processing administration and issuance will not exceed 0.75% of the principal amount of the issue.

RETURN TO:

DEPARTMENT OF CITY DEVELOPMENT  
809 North Broadway  
P.O. Box 324  
Milwaukee, Wisconsin 53201  
ATTENTION: Mr. James Scherer

NOTE: If any of the requested information or material is presently unavailable or for some reason cannot be provided, please send a letter of explanation.

# EXHIBIT A

Terrace Heights Apartments Associates Limited Partnership  
By: Crown Court/Terrace Heights, LLC – its General Partner  
By: Crown Court Properties, Ltd. – its sole member

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Jefferson Apartment Associates Limited Partnership  
By: Crown Court Jefferson, LLC – its General Partner  
By: Crown Court Properties, Ltd – its sole member

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Bay Hill Apartments Associates Limited Partnership  
By: Crown Court/Bay Hill, LLC – its General Partner  
By: Crown Court Properties, Ltd. – its sole member

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Willow Heights Apartment Associates Limited Partnership  
By: Willow Heights GP, NFP – its General Partner

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Park Hill Apartment Associates Limited Partnership  
By: Crown Court Camilla, LLC – its General Partner  
By: Crown Court Properties, Ltd. – its sole member

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Prairie Haven Apartment Associates Limited Partnership  
By: Crown Court Prairie Haven, LLC – its General Partner  
By: Crown Court Properties, Ltd. – its sole member

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Northwoods Crown Court Apartments-Associates Limited Partnership  
By: Crown Court Northwoods, LLC - its General Partner  
By: Crown Court Properties, Ltd. – its sole member

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Flagship Apartment Associates Limited Partnership  
By: Crown Court Flagship, LLC – its General Partner  
By: Crown Court Properties, Ltd. – its sole member

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Wilkinson Manor Apartment Associates Limited Partnership  
By: Crown Court Wilkinson Manor, LLC – its General Partner  
By: Crown Court Properties, Ltd. – its manager

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Bayview Terrace Apartment Associates Limited Partnership  
By: Crown Court Bayview Terrace, LLC – its General Partner  
By: Crown Court Properties, Ltd – its sole member

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Fairview Crossing Apartment Associates Limited Partnership  
By: Crown Court Fairview Crossing, LLC – its General Partner  
By: Crown Court Properties, Ltd – its sole member

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# EXHIBIT B

Public Finance Authority  
 Multifamily Housing Revenue Bonds  
 Prairie Haven Apartments  
 Series 2014A and 2014A-T (Taxable)

## Unit Mix

Unit Mix	# of Units	% Total Units	% of AMI	Net Rents	Utility Allowance	Gross Rents	Rent Month	Rent Annual
Studio	16	7%	60%	500	74	574	8,000	96,000
1BR / 1BH	41	18%	60%	680	93	773	27,880	334,560
1BR / 1BH	75	34%	MKT	695	93	788	52,125	625,500
2BR / 1BH	32	14%	60%	781	120	901	24,992	299,904
2BR / 1BH	58	26%	MKT	875	120	995	50,750	609,000
Total	222						163,747	1,964,964

## Amenities

- > On-site leasing office
- > Controlled entry with electronic pass keys
- > Community room
- > Wellness center
- > Fitness center
- > Library
- > Sun room
- > Country store
- > Sitting areas
- > Dining room
- > Garden plots
- > Recreation room.
- > Chapel
- > Pool / whirlpool
- > Craft room
- > Laundry room
- > Beauty salon
- > Detached garage stalls
- > Surface parking
- > Individual storage units
- > Bus transportation
- > Energy star appliances (stove, refrigerator, garbage disposal)
- > Wall air conditioning units
- > Washer / dryer hookups
- > Patio / balcony
- > Window treatments

EXHIBIT C

Approved by the Wisconsin Department of Regulation and Licensing  
4-1-00 (Optional Use Date)  
9-1-00 (Mandatory Use Date)

Marcus & Millichap Real Estate Inve

**WB-15 COMMERCIAL OFFER TO PURCHASE**

Page 1 of 5, WB-15

1 **BROKER DRAFTING THIS OFFER ON** 07/10/2012 [DATE] IS (AGENT OF SELLER) (AGENT-OF-BUYER) (DUAL-AGENT) **[STRIKE TWO]**

2 **[GENERAL PROVISIONS]** The Buyer, Crown Court Properties, Ltd. ("CCP"),

3 offers to purchase the Property known as [Street Address] 8949 & 9035 N 97th Street in the

4 City of Milwaukee, County of Milwaukee, Wisconsin. (Insert additional

5 description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:

6 **■ PURCHASE PRICE:** Six Million, Nine Hundred Thousand

7 Dollars (\$ 6,900,000.00).

8 **■ EARNEST MONEY** of \$ 50,000.00 accompanies this Offer and earnest money of \$ 50,000.00

9 will be paid within 10 days of acceptance.

10 **■ THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 **■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of encum-

12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and

13 the following additional items: all appliances, a/o units, washer/dryers, common area furniture,

14 fixtures and equipment

15 **■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** *CAUTION: Address rented fixtures or trade fixtures owned by tenants, if*

16 *applicable.*

17 All personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_.

18 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate

19 but identical copies of the Offer. *CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term*

20 *deadlines running from acceptance provide adequate time for both binding acceptance and performance.*

21 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before

22 July 16, 2012. *CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.*

23 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and written notices

24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.

25 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a com-

26 mercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to

27 the Party's delivery address at lines 29 or 31.

28 Seller's recipient for delivery (optional): c/o Marcus & Millichap: Ray Giannini and/or Anastasia Gilberry

29 Seller's delivery address: c/o 13845 Bishop's Drive, Ste 150, Brookfield, WI 53005

30 Buyer's recipient for delivery (optional): c/o Crown Court Properties: Rabbi Menachem Rapoport

31 Buyer's delivery address: 2233 West Mequon Road, Mequon, WI 53092

32 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 28 or 30.

33 (3) By fax transmission of the document or written notice to the following telephone number:

34 Buyer: ( 262 ) 242-2668 Seller: ( 262 ) 364-1910

35 **[LEASED PROPERTY]** ~~If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s)~~

36 ~~and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)(oral) [STRIKE ONE] lease(s), if any,~~

37 ~~are Refer to Addendum A paragraph M~~

38 **[RENTAL WEATHERIZATION]** This transaction (is) (is-not) **[STRIKE ONE]** exempt from State of Wisconsin Rental Weatherization Standards

39 (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) (Seller) **[STRIKE ONE]** will be responsible for compliance, including all costs.

40 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

41 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or Title Company "Refer to

42 Addenda A no later than Paragraph N", unless another date or place is agreed to in writing.

43 **[CLOSING PRORATIONS]** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-

44 up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs

45 and \_\_\_\_\_. Any income, taxes or expenses shall accrue to Seller and be prorated through

46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,

47 otherwise on the net general real estate taxes for the preceding year) (\_\_\_\_\_)

48 \_\_\_\_\_). **[STRIKE AND COMPLETE AS APPLICABLE]** *CAUTION: If Property has not been fully assessed for*

49 *tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real*

50 *estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.*

51 **[PROPERTY CONDITION PROVISIONS]**

52 **■ PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or

53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report

54 dated March 12, 2012, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference

55 **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and none provided

56 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

57 ■ A "condition affecting the Property or transaction" is defined as follows:

58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the

59 present use of the Property;

60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;

61 (c) completed or pending reassessment of the Property for property tax purposes;

62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;

63 (e) any land division involving the Property, for which required state or local approvals were not obtained;

64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;

65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;

66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;

67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;

68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;

69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline

70 and heating oil, which are currently or which were previously located on the Property; *NOTE: The Wisconsin Administrative Code contains*

71 *registration and operation rules for such underground storage tanks.*

72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;

74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the

75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage

77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by

78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total

79 square footage figures will vary dependent upon the formula used. *CAUTION: Buyer should verify total square footage formula, Property,*

80 *building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.*

81 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are

82 reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and

83 to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are

84 completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the

85 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A

87 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other

88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum

89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to

90 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,

91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental

92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the

94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and

95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to

97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a

98 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and

99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;

100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine

101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-

102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking

103 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which

104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with

105 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for

106 Commercial Real Estate"), and state and federal guidelines, as applicable. *CAUTION: Unless otherwise agreed an*

107 *"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for*

108 *environmental pollution.*

109 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy

110 of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the

111 Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and

112 restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writ-

113 ing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer

114 shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of

115 Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be

116 held in trust for the sole purpose of restoring the Property.

117 ■ **FIXTURES** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be

118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

119 specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the

120 Property. See Lines 11 to 17.

121 ■ **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -

122 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

123 ■ **SPECIAL ASSESSMENTS** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller

124 no later than closing. All other special assessments shall be paid by Buyer. *CAUTION: Consider a special agreement if area assessments, prop-*

125 *erty owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for pub-*

126 *lic improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm*

127 *sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public*

128 *facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).*





189 etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies  
 190 for investigation of these issues may be added to this Offer. See lines 293 to 298.

191 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase  
 192 price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN**  
 193 **BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

194 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be  
 195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-  
 196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens  
 197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-  
 198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO**  
 199 **CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

200 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for  
 201 closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extend-  
 202 ed as necessary for this purpose. In the event that Seller is unable to remove the objections, Buyer shall have 5 days from receipt of notice thereof, to  
 203 deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer  
 204 shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

205 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-  
 206 ner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-  
 207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.  
 208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may  
 209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. The delivery/receipt provi-  
 210 sions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)). Buyer and Seller author-  
 211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-  
 212 ment service providers for the transaction.

213 **DATES AND DEADLINES:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the  
 214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-  
 215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President  
 216 such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"  
 217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.  
 218 Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

219 **DEFAULT:** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material  
 220 failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

221 **If Buyer defaults,** Seller may:

- 222 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 223 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the  
 224 earnest money and have the option to sue for actual damages.

225 **If Seller defaults,** Buyer may:

- 226 (1) sue for specific performance; or  
 227 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

228 In addition, the Parties may seek any other remedies available in law or equity.

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.  
 230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing  
 231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. **NOTE: IF**  
 232 **ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT**  
 233 **CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW**  
 234 **FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
 235 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

#### 236 **EARNEST MONEY**

237 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if Property  
 238 is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. **CAUTION: Should**  
 239 **persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other**  
 240 **than Buyer makes payment of earnest money, consider a special disbursement agreement.**

241 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's  
 242 depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed  
 243 according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement  
 244 agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer to purchase is not a written disbursement  
 245 agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker within 60 days after the date  
 246 set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer  
 247 or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other  
 248 disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and  
 249 broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

250 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.  
 251 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker  
 252 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit  
 253 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the  
 254 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attor-  
 255 neys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 256 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest  
 257 money. See Wis. Adm. Code Ch. RL 18. **NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CON-**  
 258 **CERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR**  
 259 **CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

260 PROPERTY ADDRESS: 8949 & 9035 N. 97th Street, Milwaukee, WI [page 5 of 5, WB- 15]

261 **TIME IS OF THE ESSENCE** "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;  
262 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:  
263 \_\_\_\_\_ . If "Time is of the Essence"

264 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply  
265 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

266  **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within  
267 14 days of acceptance: **CHECK THOSE THAT APPLY**

- 268  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 269  A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with  
270 representations made prior to and in this Offer.
- 271  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property  
272 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 273  Other \_\_\_\_\_

275 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of receipt of the final record to be delivered or the dead-  
276 line for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall iden-  
277 tify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

278  **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: **CHECK THOSE THAT APPLY**

- 279  A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see  
280 lines 96 to 108), at (Buyer's)(Seller's) expense **STRIKE ONE** , which discloses no defects. A defect is defined as a material violation of  
281 environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an  
282 underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the  
283 Property due to future migration from other properties.
- 284  A qualified independent inspector of Buyer's choice conducting an inspection of the Property and \_\_\_\_\_  
285 \_\_\_\_\_ , at (Buyer's)(Seller's) expense **STRIKE ONE** , which discloses no defects.  
286 A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that  
287 would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would  
288 significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

289 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the environmental site  
290 assessment/inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment/inspection report(s) to  
291 which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before  
292 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

293 **ADDITIONAL PROVISIONS/CONTINGENCIES:** Seller certifies that they have owned the property  
294 continuous without ownership change for a period of not less than 10 years.

298  **ADDENDA:** The attached Addenda A & B; Seller Disclosure is/are made part of this Offer.  
299 **THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING**  
300 **THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT**  
301 **BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.**

302 This Offer was drafted on 07/10/2012 [date] by [Licensee and firm] Ray Giannini Marcus & Millichap .

303 (X) \_\_\_\_\_  
304 Buyer's Signature ▲ Print Name Here: ► Rabbi Menachem Rapoport Social Security No. or FEIN (optional) ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

305 (X) \_\_\_\_\_  
306 Buyer's Signature ▲ Print Name Here: ► Mark E. O'Neill Social Security No. or FEIN (optional) ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

307 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See Lines 236 - 259)

308 Marcus & Millichap Broker (By) Ray Giannini, VPI

309 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**  
310 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**  
311 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

312 (X) Robert Peregrine Sr.  
313 Seller's Signature ▲ Print Name Here: ► Robert, Peregrine Sr. Pres WLRC Social Security No. or FEIN (optional) ▲ \_\_\_\_\_ Date ▲ 7/11/12

314 (X) Rev. James Kleist  
315 Seller's Signature ▲ Print Name Here: ► Rev. James Kleist Pres, WLCFS Social Security No. or FEIN (optional) ▲ \_\_\_\_\_ Date ▲ 7/11/12

316 This Offer was presented to Seller by Marcus & Millichap on July 10, 2012, at 5:00 a.m./p.m.

317 **THIS OFFER IS REJECTED** \_\_\_\_\_ **THIS OFFER IS COUNTERED** [See attached counter] \_\_\_\_\_  
318 Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

**Addenda A to the WB-15 Commercial Offer to Purchase Dated 7/10/2012**  
**8949 & 9035 N. 97<sup>th</sup> Street, Milwaukee, Wisconsin**

Contingencies: Buyer's obligation to close this transaction is contingent upon the following:

- A. Buyer's inspection and complete satisfaction with the real property, the improvements, systems servicing said property and tenant files of all current tenant. Seller shall cooperate with Buyer to the extent reasonably requested, but at no expense to Seller, other than making available copies of pertinent documents, to facilitate such inspection and review by Buyer. Seller shall grant Buyer reasonable access to the property for purposes of conducting said inspection. This contingency shall be waived in writing within 45 day of acceptance or this Offer shall be null and void and all earnest money returned to Buyer.
- B. Buyer obtaining construction financing and tax-exempt bond financing in an amount satisfactory to Buyer at an interest rate not to exceed 5.65% with a 30 year amortization and 18 year term from the Wisconsin Housing and Economic Development Authority. This contingency shall be waived in writing within 45 days of final acceptance of the Purchase Agreement or this Offer shall be null and void and all earnest money returned to Buyer.
- C. Buyer obtaining from the City of Milwaukee and any other appropriate local, state or federal governments or government agencies having jurisdiction over the Property all necessary permits, zoning approvals, and licenses necessary for the Buyer's proposed renovation of the property. This contingency shall be waived in writing 45 days from the final acceptance or this Offer shall be null and void and all earnest money returned to Buyer. Buyer will not apply for permits, zoning approvals or licenses until tax credits have been approved.
- D. Buyer shall obtain a Phase I Environmental Report, at Buyer's expense, satisfactory to Buyer. This contingency shall be waived in writing within 45 days of final acceptance of the Purchase Agreement or this Offer shall be null and void and all earnest money returned to Buyer.
- E. Buyer obtaining a Reservation of Section 42 Tax Credits from Wisconsin Housing and Economic Development Authority for the property. Should Buyer fail to obtain necessary allocation within 90 days of the final acceptance of the Purchase Agreement of this Offer will be null and void by serving written notice to Seller.
- F. Initial earnest money deposit of \$50,000.00 to be paid within 10 days of the final acceptance shall become non-refundable after 45-days; Buyer shall have two additional 30-day extensions that shall increase the earnest money \$25,000.00 and shall be non-refundable to Buyer immediately upon the end of the extension term.
- G. Closing Prorations:
  - A. Revenue and Expenses: All revenue and expenses are to be prorated as of the day of closing. Any late receipts will be prorated within thirty days after the closing
  - B. Property is tax-exempt

- H. Seller Warranty:
  - A. Deposits/Reserves:
    - 1. Seller agrees to give Buyer one (1) month's deposit for each occupying Luther Haven resident based on current monthly charges excluding any special care charges (vacant apartments not included) in the form of a security deposit.
- I. Brokerage Commission: Seller shall be responsible and pay at its sole cost any brokerage commissions initiated by Seller.
- J. Applicable Laws: This Agreement contemplated herein shall be governed by, construed and enforced in accordance with the laws of the state of Wisconsin.
  - A. FIRPTA Affidavit: An Affidavit of Seller confirming that Seller is not a foreign person as such term is defined in Section 1445(f)(3) of the Internal Revenue code of 1986, as amended.
- K. Buyer agrees to continue to offer all services, amenities, and programs currently occurring at Luther Haven and Wisconsin Lutheran Living Center without an increase in charges to the residents aside from the normal cost of living adjustments. See Addendum B for the complete list of services and amenities. In Buyer agreeing to this paragraph, Seller agrees to include the bus in the sale of this property.
- L. It is the Buyer's policy to only increase rents at a level not to exceed the general cost of living. Units that are restricted due to the Low Income Housing Tax Credits are restricted to an affordability level below 60% of the county median income. The restricted rental rates are published annually by HUD and monitored for compliance by WHEDA.
- M. Residents occupy pursuant to the Resident Living Agreement ("the Agreement"), Buyer agrees to assume all fiduciary responsibility to residents at close. Buyer acknowledges that it has been given a copy of the Agreement and assumes the fiduciary responsibilities inherent in the Agreement.
- N. Unless otherwise agreed upon, the closing of this transaction shall occur on the date that is 60 days after the expiration of the Contingency Period or the Extension Period, as the case may be.

**Addenda B to the WB-15 Commercial Offer to Purchase Dated 7/10/2012  
8949 & 9035 N. 97<sup>th</sup> Street, Milwaukee, Wisconsin**

**Services and Amenities**

**Wellness Nurse (15 hours/week)**

- Blood pressure checks
- Answers questions about medications
- Will help schedule doctor appointment
- Will check on resident if not feeling well or after a fall
- Flu shots

**Activities Coordinator (40 hours/week + Set-up help equal to 20 hours/week)**

- Fitness-related classes (mind and body)
  - Strengthening Exercises
  - Yoga
  - Art
  - Wii Bowling
  - Tai Chi
  - Choir
  - Washer game
  - Zumba
  - Line Dancing
  - Gin Rummy
  - Scrabble
  - Recorder music class
  - Whirlpool range of motion class
  - Mind aerobics
  - Bean bag toss
  - Hymn sing
- Craft club
- Choir
- Special events and entertainment/theme activities
- Coach bus trips/outings coordination
- Book club/poetry club
- Computer club

Woodshop

Outdoor vegetable garden

Luther Haven Bus (Driver: 15 hours/week)

- Grocery stores
- Drug stores
- Wal-Mart
- Breakfast's at different restaurants
- Fleet farm
- Brewer games
- Theater/shows

Housekeeping

- Available for an hourly rate for anyone interested

Evening Meal (cost included in monthly rent) with table service

Lunch Deli 3 days per week (cash)

Grocery store

Gift shop

Notary services

Credit Union (1 ½ hours per week)

RCAC Care Services – as needed, below market rates based on level of care needed

Valet parking

Election voting availability on premises

Library

Monthly newsletter

Rummage sales

Chapel with regular services

Barber/beauty shop

Holiday events (Fourth of July cookouts, Super Bowl parties, etc.)

Various performances on campus from singing and acting groups (3-5/month)

Coffee and cocktail hours

Enterprise Credit Union (ECU):

ECU is a credit union having a branch within the Luther Haven facility free of charge and as a service to the residents. ECU's branch makes available essential checking, savings and other banking services to each resident.

**SELLER DISCLOSURE REPORT - COMMERCIAL**

PROPERTY OWNER: WISCONSIN LUTHERAN RETIREMENT COMMUNITY (WLRC)

PROPERTY ADDRESS: 8949 N. 97<sup>TH</sup> STREET, MILWAUKEE, WI

OWNER HAS OWNED THE PROPERTY FOR 29 YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (23).

- |  |     |                                     |        |
|--|-----|-------------------------------------|--------|
| 1. Defects in structural components, e.g. roof, foundation, basement or other walls?   | yes | <input checked="" type="radio"/> no | unsure |
| 2. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting?  | yes | <input checked="" type="radio"/> no | unsure |
| 3. Underground or above ground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?   | yes | <input checked="" type="radio"/> no | unsure |
| 4. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises?   | yes | <input checked="" type="radio"/> no | unsure |
| 5. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property?   | yes | <input checked="" type="radio"/> no | unsure |
| 6. Zoning or building code violations, any land division involving the property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way?  | yes | <input checked="" type="radio"/> no | unsure |
| 7. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district?  | yes | <input checked="" type="radio"/> no | unsure |
| 8. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property?  | yes | <input checked="" type="radio"/> no | unsure |
| 9. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition?   | yes | <input checked="" type="radio"/> no | unsure |
| 10. Flooding, standing water, drainage problems or other water problems on or affecting the Property?  | yes | <input checked="" type="radio"/> no | unsure |
| 11. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?   | yes | <input checked="" type="radio"/> no | unsure |
| 12. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?   | yes | <input checked="" type="radio"/> no | unsure |
| 13. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations?   | yes | <input checked="" type="radio"/> no | unsure |
| 14. The Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | yes | <input checked="" type="radio"/> no | unsure |



- 15. All, or part, of the Property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see 23) or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program?      yes  no  unsure
- 16. A pier attached to the Property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/> for information.      yes  no  unsure
- 17. Governmental investigation or private assessment/audit (of environmental matters) ever being conducted? When and by whom? \_\_\_\_\_      yes  no  unsure
- 18. Encroachments, easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking?      yes  no  unsure
- 19. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property?      yes  no  unsure
- 20. A structure on the Property designated as a historic building, any part of the property located in a historic district, or burial sites or archeological artifacts on the Property?      yes  no  unsure
- 21. Other defects affecting the property?      yes  no  unsure
- 22. Use Value Assessments: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/facts/sfv/useassmt.html>.
  - (a) The land has been assessed as agricultural land under Wis. Stat. § 70.32(2)?      yes  no  unsure
  - (b) The land has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2)?      yes  no  unsure
  - (c) The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4)?      yes  no  unsure
- 23. Notice: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit <http://www.dnrc.state.wi.us/workinglands/index.jsp> for more information. The property is in a certified farmland preservation zoning district or subject to a farmland preservation agreement?      yes  no  unsure

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS \_\_\_\_\_

22 b & c - we don't know.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 608-240-5830.

The Owner certifies that the information in this report is true and correct to the best of the Owner's knowledge as of the date below.

(X) WLRC, Amy Taglianti      03/12/2012  
Signature      Date  
WLRC, Amy Taglianti, Manager

(X) \_\_\_\_\_      \_\_\_\_\_  
Signature      Date

Broker certifies that Broker has inspected the property and that unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

Marcus & Millichap  
Broker/Firm Name

(X) Ray Giannini      03/12/2012  
By      Date  
Ray Giannini, VPI

I acknowledge receipt of a copy of this report.

(X) \_\_\_\_\_      \_\_\_\_\_  
Buyer's Signature      Date

(X) \_\_\_\_\_      \_\_\_\_\_  
Buyer's Signature      Date

Copyright © 2010 by Wisconsin REALTORS® Association; Drafted by: Attorney Debra Peterson Conrad  
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.  
This report form does not satisfy Wisconsin Statute Chapter 709 which generally applies to transfers of real estate containing 1-4 dwelling units.

**SELLER DISCLOSURE REPORT - COMMERCIAL**

PROPERTY OWNER: WISCONSIN LUTHERAN LIVING CENTER (LLC)

PROPERTY ADDRESS: 9035 N. 92<sup>ND</sup> STREET, MILWAUKEE, WI 53224

OWNER HAS OWNED THE PROPERTY FOR 15 YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's Inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (23).

- |  |     |                                     |        |
|--|-----|-------------------------------------|--------|
| 1. Defects in structural components, e.g. roof, foundation, basement or other walls?   | yes | <input checked="" type="radio"/> no | unsure |
| 2. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting?  | yes | <input checked="" type="radio"/> no | unsure |
| 3. Underground or above ground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?   | yes | <input checked="" type="radio"/> no | unsure |
| 4. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises?   | yes | <input checked="" type="radio"/> no | unsure |
| 5. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property?   | yes | <input checked="" type="radio"/> no | unsure |
| 6. Zoning or building code violations, any land division involving the property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way?  | yes | <input checked="" type="radio"/> no | unsure |
| 7. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district?  | yes | <input checked="" type="radio"/> no | unsure |
| 8. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property?  | yes | <input checked="" type="radio"/> no | unsure |
| 9. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition?   | yes | <input checked="" type="radio"/> no | unsure |
| 10. Flooding, standing water, drainage problems or other water problems on or affecting the Property?  | yes | <input checked="" type="radio"/> no | unsure |
| 11. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?   | yes | <input checked="" type="radio"/> no | unsure |
| 12. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?   | yes | <input checked="" type="radio"/> no | unsure |
| 13. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations?   | yes | <input checked="" type="radio"/> no | unsure |
| 14. The Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | yes | <input checked="" type="radio"/> no | unsure |



- FINAL -

(Revised Counter-Offer No. 1; July 26, 2012)

COUNTER-OFFER NO. 1

This Counter-Offer is made this 26th day of July, 2012 by Crown Court Properties, Ltd. and/or assigns ("Buyer");

WHEREAS, under date of July 10, 2012, Wisconsin Lutheran Retirement Community, Inc. and Wisconsin Lutheran Child & Family Service, Inc. (collectively, the "Seller") submitted to Buyer a WB-15 Commercial Offer to Purchase (the "Offer to Purchase") and Addenda A and B to WB-15 Commercial Offer to Purchase (which together, with the Offer to Purchase, constitute the "Offer") for the property commonly known as 8949 and 9035 North 97<sup>th</sup> Street, Milwaukee, Wisconsin (the "Property"); and

WHEREAS, the Offer in its current form is not satisfactory to Buyer and, therefore, Buyer desires to counter the Offer;

NOW, THEREFORE, Buyer counters the Offer as follows:

1. Acceptance Date. The term "Acceptance Date," as used in the Offer, shall mean the date on which the party making the last offer or counter-offer receives an executed copy of the other party's acceptance of such offer or counter-offer. Notwithstanding the lapse of time or anything to the contrary contained in the Offer, Seller and Buyer hereby deem the Offer to be reinstated and in full force and effect.
2. The words "and/or assigns" shall be inserted immediately after "Crown Court Properties, Ltd. ("CCP")" on Line 2 of the Offer to Purchase.
3. The word "a/o" on Line 13 of the Offer to Purchase is hereby deleted and replaced with "a/c."
4. The following is hereby inserted at the end of Line 31 of the Offer to Purchase: "with a copy to Mark E. O'Neill, Godfrey & Kahn, S.C., 780 North Water Street, Milwaukee, Wisconsin 53202."
5. The fax number for Buyer on Line 34 of the Offer to Purchase is hereby deleted and replaced with the following: "(262) 241-2813, with a copy to Mark E. O'Neill, Godfrey & Kahn, S.C., at fax number (414) 273-5198."
6. The word "Buyer" shall be stricken from Line 39 of the Offer to Purchase.
7. The words "this Offer" on Line 123 of the Offer to Purchase are hereby deleted and replaced with the word "closing."
8. Lines 130 through 178, inclusive, of the Offer to Purchase are hereby deleted in their entirety.
9. The words "(or other conveyance as provided herein)" shall be deleted from Lines 180 and 181 of the Offer to Purchase. The following words shall be inserted immediately after the words "in the year of closing and" on Line 183 of the Offer to Purchase: "none other." At

closing, Wisconsin Lutheran Child & Family Service, Inc., as ground lessee, and Wisconsin Lutheran Retirement Community, Inc., as ground lessor, shall terminate the ground lease for the Property, and Wisconsin Lutheran Child & Family Service, Inc., or its subsidiary as the case may be, shall convey its interest in the improvements located on the Property to Wisconsin Lutheran Retirement Community, Inc. At closing and if requested by the Title Company, Wisconsin Lutheran Child & Family Service, Inc. shall convey to Seller by quit claim deed any and all interest it may have to land beneath the improvements located on the Property and the improvements located thereon. At closing and as required hereunder, Seller shall convey the Property to Buyer by warranty deed.

10. Evidence of Title. Lines 191 through 204 of the Offer to Purchase are hereby deleted in their entirety and replaced with the following language:

Form of Title Evidence. At Closing, Seller, at Seller's sole expense, shall deliver to Buyer an ALTA owner's policy of title insurance issued by a nationally recognized title insurer acceptable to Buyer (the "Title Company") insuring Buyer's title to the Property in the amount of the full Purchase Price, without exception or qualification other than the Permitted Encumbrances (as defined below). Buyer shall secure gap insurance and any endorsements thereto at Buyer's sole cost and expense.

Provision of Merchantable Title. Within ten (10) business days after the Acceptance Date, Seller shall furnish and deliver to Buyer an ALTA title insurance commitment (the "Title Commitment") on the Property issued by the Title Company pursuant to which the Title Company agrees to issue an owner's standard form ALTA policy of title insurance on the Property in the amount of the full Purchase Price of the Property. The Title Commitment shall show all covenants, conditions, restrictions, liens, encumbrances, and other matters of record affecting the Property, and shall include legible copies of all documents that appear as exceptions to title in the Title Commitment.

Title Not Acceptable for Closing. If the Title Commitment discloses any title exceptions objectionable to Buyer other than encumbrances to be satisfied out of the closing proceeds, then Buyer shall have until the later of thirty (30) days after the Acceptance Date or fifteen (15) days following Buyer's receipt of the Title Commitment to notify Seller in writing of these objections. If Buyer fails to deliver such notice within the applicable period, Buyer shall be deemed to have approved the condition of title as shown by the Title Commitment. Exceptions to title approved by Buyer under this paragraph shall be deemed "Permitted Encumbrances" for purposes of this Offer.

Seller shall use commercially reasonable efforts to cure any of Buyer's objections to title within fifteen (15) days after Seller receives Buyer's notice of title objections, as set forth hereinabove (the "Title Cure Period"). If, following the exercise of commercially reasonable efforts, Seller fails to cure all of Buyer's objections to title within the Title Cure Period, Buyer shall have the option of terminating this Offer at any time within ten (10) days after expiration of the Title Cure Period by giving written notice of termination to Seller. Upon such termination, all earnest money shall be immediately returned to Buyer and this Offer shall terminate and be of no further force or effect."

12. Lines 221 through 224 of the Offer to Purchase are hereby deleted and replaced with the following: "If Buyer defaults, Seller shall, as its sole remedy, demand and receive the earnest money as liquidated damages, which Seller agrees is fair and adequate consideration." Lines 228 through 231 of the Offer to Purchase are hereby deleted through the words "arbitration agreement" on Line 231.

13. The words "listing broker (buyer's agent if Property is not listed or seller if no broker is involved)" are hereby deleted from Lines 237 and 238 of the Offer to Purchase and replaced with the following: "Title Company."

14. Any and all signature blocks contained within the Offer are hereby modified to provide that the Buyer is "Crown Court Properties, Ltd. and/or assigns" and that Rabbi Menachem Rapoport is vice president of Buyer. Any and all references to Mark E. O'Neill in signature blocks contained within the Offer are hereby deleted.

15. Paragraph E of Addendum A to the Offer to Purchase is hereby deleted and replaced with the following: "Buyer (i) applying to the Wisconsin Housing and Economic Development Authority ("WHEDA") for a 4% tax credit allocation of low income housing tax credits for the Property and receiving from WHEDA, a tax credit allocation in an amount acceptable to Buyer in Buyer's sole discretion, and (ii) obtaining, at Buyer's sole cost and expense, a commitment from a recognized tax credit syndicator or direct corporate purchaser ("Tax Credit Investor") to purchase the low income housing tax credits referenced in this Paragraph above, for an amount and upon terms and conditions acceptable to Buyer in Buyer's sole discretion (the "Tax Credit Contingency"). In the event the Tax Credit Contingency is not satisfied or waived by Buyer by the ninetieth (90<sup>th</sup>) day following the Acceptance Date ("Tax Credit Contingency Period"), and Buyer does not in its opinion desire to close, Buyer shall promptly notify Seller within the Tax Credit Contingency Period, and this Offer shall be deemed terminated, all earnest money paid by Buyer, notwithstanding anything to the contrary contained in this Offer, shall immediately be returned and Buyer shall have no further obligation or responsibility hereunder."

16. Paragraph F of Addendum A to the Offer to Purchase is hereby deleted in its entirety and replaced with the following:

"Buyer shall pay an initial earnest money deposit of \$50,000.00 within ten (10) days of the Acceptance Date. In the event any of the contingencies set forth in this Offer, except the Tax Credit Contingency, is not satisfied or waived by Buyer by the forty-fifth (45<sup>th</sup>) day following the Acceptance Date ("Contingency Period"), and Buyer does not in its opinion desire to close, Buyer shall promptly notify Seller within the Contingency Period, and this Offer shall be deemed terminated, all earnest money paid by Buyer shall immediately be returned and Buyer shall have no further obligation or responsibility hereunder. Notwithstanding the foregoing, prior to the expiration of the Contingency Period, Buyer shall have the right to extend the Contingency Period for one (1) period of forty-five (45) days (the "Extension Period") by delivering to Seller written notice on or before the expiration of the initial Contingency Period of Buyer's election to extend the Contingency Period and an additional, refundable earnest money deposit in the amount of \$25,000.00, which together with all previously deposited earnest money shall be credited

against the purchase price at closing. In the event any of the contingencies set forth in this Offer are not satisfied or waived by Buyer by the expiration of the Extension Period, and Buyer does not in its opinion desire to close, Buyer shall promptly notify Seller within the Extension Period, and this Offer shall be deemed terminated, all earnest money paid by Buyer deposited hereunder shall immediately be returned and Buyer shall have no further obligation or responsibility hereunder. ”

17. Paragraph H of Addendum A to the Offer to Purchase is hereby deleted in its entirety and replaced with the following: “Following closing, Seller shall (i) return to the tenants of the Property (each a “Resident”) pursuant to Residential Living Agreements (collectively, the “Leases”) the Refundable Security Deposits and (ii) obtain receipts executed by both Seller and each Resident. The term “Refundable Security Deposit” shall mean the aggregate amount of all deposits held by Seller pursuant to the Leases (the “Aggregate Security Deposits”) less an amount equal to the aggregate of one (1) month’s rent for each Resident (the “Transferred Security Deposits”). Each receipt shall (x) be in form satisfactory to Buyer in Buyer’s sole discretion, (y) state the amount returned to each Resident, and (z) contain an assignment from Seller to Buyer of any and all rights held by Wisconsin Lutheran Retirement Community, Inc. and its board of directors. At closing and as additional security for Seller’s obligations to return the Refundable Security Deposits as required above, Seller shall place in escrow (the “Escrow”) with the Title Company an amount equal to the Aggregate Security Deposits. Seller and Buyer shall execute an escrow agreement in form and content reasonably acceptable to Buyer, Seller and the Title Company pursuant to which Seller may receive disbursements from the Escrow following the return of the applicable amount of the Refundable Security Deposits to a Resident and delivery of the above-referenced receipt applicable to such Resident to the Title Company and the Buyer. Further, and at such time as a disbursement from the Escrow is made to Seller, the Buyer shall receive a disbursement from Escrow in an amount equal to the aggregate amount of one (1) month’s rent for each such Resident to which each receipt applies. Seller shall indemnify, defend and hold harmless Buyer from and against any and all losses, damages, liabilities, suits, causes of action, judgments, awards, obligations for payments, penalties, interest, costs and expenses, including reasonable attorney’s fees and disbursements, incurred by Buyer that arise out of or relate to Seller’s obligation to escrow and return the Refundable Security Deposits.”

18. The first sentence of Paragraph K of Addendum A to the Offer to Purchase is hereby modified by inserting at the beginning thereof the following words: “With respect to current Property residents only.”

19. The first sentence of Paragraph L of Addendum A to the Offer to Purchase is hereby deleted in its entirety and replaced with the following: “The Buyer agrees not to raise the monthly rental fees paid by existing Residents more than the COL increase in any one calendar year.” The second sentence of Paragraph L is hereby modified by deleting the words “Tax Credits are restricted” therefrom and inserting in their place the words “Tax Credits will be restricted.”

20. Paragraph M of Addendum A to the Offer to Purchase is hereby deleted in its entirety. (See Paragraph O.4 of Section 21 below.)

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

1. Wisconsin Real Estate Transfer Tax Return. At the time of closing, Seller shall sign a Wisconsin Real Estate Transfer Return and pay the Wisconsin real estate transfer tax associated with the transaction contemplated by this Offer.

2. General Warranty Bill of Sale. A General Warranty Bill of Sale conveying marketable title to the personal property described in Lines 11-14 of the Offer to Purchase free and clear of all liens, charges and encumbrances.

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

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

5. Assignment of Operational Licenses. Seller shall assign all assignable licenses necessary for the current operation of the Property. Seller hereby agrees to cooperate with Buyer and all such federal, state and local authorities having jurisdiction over such licenses to permit the full and complete assignment of such licenses to Buyer.

6. Transfer of Vehicle Title. Seller shall transfer title to all vehicles used to provide tenant transportation services in the current operation of the Property.

7. Certified Rent Roll. A rent roll of the Property certified to Buyer as true, accurate, correct and complete."

22. The following shall be inserted as new Paragraph P of Addendum A to the Offer to Purchase:

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

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

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



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

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

5. Condemnation. No notice concerning the Property has been received by Seller of any taking or condemnation by any governmental body or officer or other competent authority for any public or quasi-public use.

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

7. Third Party Consent. The consent of no third party or governmental agency or authority is required for the execution of this Offer by Seller and the consummation of the transaction contemplated herein.

8. Licenses. All licenses required for the current operation of the Property and in full force and effect and fully assignable to Buyer.

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

23. The following shall be inserted as new Paragraph Q of Addendum A. to the Offer to Purchase:

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

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

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

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

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

24. The following shall be inserted as new Paragraph R of Addendum A to the Offer to Purchase:

"R. Access and Cooperation. Buyer and its designees, at any time after the Acceptance Date with reasonable notice to and consultation with Seller and Seller's property manager, shall have the right to enter the Property, subject to the rights of tenants in possession, as many times as is reasonably necessary to conduct inspections, studies, tests, and investigations of the Property. Seller shall cooperate with Buyer in Buyer's exercise of its rights hereunder. Buyer shall, with respect to work performed by or on behalf of Buyer, indemnify Seller against any and all expense, liability or damage arising out of (i) any mechanics liens filed against the Property; or (ii) the negligent or intentional acts of Buyer or its agents."

25. The following shall be inserted as new Paragraph S of Addendum A to the Offer to Purchase:

"S. Additional Provisions.

1. Successors and Assigns. All of the terms, covenants and conditions of the Offer shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

3. Counterpart; Fax Signatures. The Offer and any counter-offer or amendment related thereto may be executed in counterparts and executed copies of any such documents which are transmitted by facsimile shall be binding on the party whose signature appears on such facsimile copy.

4. Captions and Pronouns. The captions and headings of the various sections or paragraphs of this Offer are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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

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

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

8. Brokers Commission. Seller agrees to be responsible for the payment of any and all broker commissions due to any broker arising as a result of the sale of the Property."

26. The following shall be inserted as new Paragraph T of Addendum A to the Offer to Purchase:

"T. Additional Contingencies.

1. Tenant Audit. This Offer is contingent upon Buyer, within thirty (30) days following the Acceptance Date, determining in Buyer's sole discretion, that the tenants currently occupying the Property can be certified to qualify as tenants in a Section 42 low income housing tax credit project.

2. Service Audit. This Offer is contingent upon Buyer, within thirty (30) days following the Acceptance Date, approving in Buyer's sole discretion, the services and costs thereof currently being provided to tenants occupying the Property."

27. Addendum B. The following insertions or deletions, as the case may be, are hereby made to Addendum B to the Offer to Purchase:

- a. Regarding the reference to "Activities Coordinator," the words "(40 hours/week + Set-up help equal to 20 hours/week)" are hereby deleted.
- b. The words "Resident-operated" shall be inserted immediately before the words "Grocery store" and "Gift shop."
- c. Regarding the reference to "RCAC Care Services," the words ", below market rates based on level of care needed" are hereby deleted.
- d. The words "Valet parking" are hereby deleted.
- e. The words "to be facilitated by Buyer" shall be inserted immediately following the words "Chapel with regular services."

Except as herein modified, all other terms and conditions of the Offer shall remain as set forth therein.

[SIGNATURES ON NEXT PAGE FOLLOWING]

This Counter-Offer shall be binding upon Seller and Buyer only if a copy of this accepted Counter-Offer is faxed to Buyer at: (262) 241-2813, with a copy faxed to Mark E. O'Neill at (414) 273-5198, on or before 5:00 p.m. Central Time, August 3, 2012, time being of the essence.

BUYER:


CROWN COURT PROPERTIES, LTD.

By:   
Menachem Rapoport, Vice President

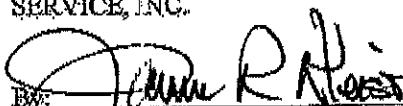
Accepted as of this 31<sup>ST</sup> day  
of JULY, 2012.

SELLER:

WISCONSIN LUTHERAN RETIREMENT  
COMMUNITY, INC.

By:   
Name: ROBERT B. PEREGRINE, SR  
Title: PRESIDENT

WISCONSIN LUTHERAN CHILD & FAMILY  
SERVICE, INC.

By:   
Name: JAMES KLEIST  
Title: PRESIDENT

# EXHIBIT D

Public Finance Authority  
Multifamily Housing Revenue Bonds  
Prairie Haven Apartments  
Series 2014A and 2014A-T (Taxable)

## Summary of Bond Financing

### Sources and Uses of Funds

#### Sources of Funds

Par Amount	11,455,000
Original Issue Premium (Discount)	(343,650)
Borrower Equity	225,000
Seller's Note	645,000
Deferred Developer Fee	450,000
<b>Total</b>	<b>12,431,350</b>

#### Uses of Funds

Project Fund	10,985,200
Debt Service Reserve Fund	752,675
Capitalized Interest	297,276
Cost of Issuance	220,955
Underwriter's Discount	171,825
Additional Proceeds	3,419
<b>Total</b>	<b>12,431,350</b>

### Detailed Breakdown

#### Cost of Issuance Allocation

Underwriter's Discount	171,825
Bond Counsel	60,000
Issuer Fee	11,455
Issuer Counsel	10,000
Underwriter Counsel	50,000
Rating Agency	55,000
Trustee	6,000
Closing Costs	3,500
Contingency	25,000
<b>Total</b>	<b>392,780</b>

#### Cost of Issuance Test

2% of Net Bond Proceeds	222,227
Cost of Issuance	392,780
Amount over (under) 2% limit	170,553

#### Project Fund Allocation

Land Costs	500,000
Building Acquisition	4,500,000
Acquisition Fee	50,000
Residential Construction	3,230,000
Contractor Overhead	452,200
Construction Contingency	161,500
Architect and Engineering	115,000
Real Estate Counsel	100,000
Survey	15,000
Title and Recording	30,000
Property Appraisal	6,000
Market Study	6,500
Environmental Reports	7,500
Capital Needs Assessment	6,500
Rent-up and Marketing	250,000
Real Estate Consultants Fees	125,000
Tenant Relocation Costs	200,000
Developer Fee	1,230,000
<b>Total</b>	<b>10,985,200</b>

# EXHIBIT E



**STIER CONSTRUCTION INC.**

N8 W22195 Johnson Drive, Suite 160 • Waukesha, WI. 53186 • 262-574-0306 • FAX 262-574-0313

January 10, 2014

Crown Court Properties, Ltd.  
Attn: Menachem Rapoport  
2233 West Mequon Road  
Mequon, WI 53092

Dear Menachem,

As requested we offer the following general budgetary project outline scope for the proposed Prairie Haven Apartment project:

- Local permit.
- Dumpsters.
- Construction fence.
- Site signage allowance.
- Update landscaping.
- Parking lot asphalt repairs.
- Foundation repair per drawings.
- Selective demolition.
- Roof replacement of main common area.
- Roof replacement on two (2) garages.
- Rough carpentry for in-wall blocking.
- Finish carpentry labor for new vanities, toilet accessories, cabinet repairs, cabinet pulls, and accessible unit cabinetry and doors as scheduled.
- New kitchen cabinets and vanity tops as scheduled.
- New interior accessible apartment unit doors as scheduled.
- New cabinets in new satellite dining area.
- Convenience store changes.
- Select building exterior repairs.
- Wood deck maintenance repairs.
- Install pulls on cabinet doors and drawers.
- New sheet vinyl and carpet flooring in resident units as scheduled.
- New carpet in corridors and main entrance common space as scheduled.
- Rework two (2) public restrooms to meet accessibility requirements.
- Remove one (1) guest unit and change over to satellite dining area.
- Paint apartment units, corridors, and common space as scheduled.
- Replace corridor acoustical ceilings and grid as scheduled.
- Minor drywall touch-ups in units and common spaces.
- Steel stud framing and drywall in new accessible units.
- Residential appliances as scheduled.



General Contractor

Construction Management

Design/Build

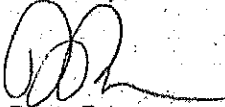


- New toilet accessories for accessible units and accessible public toilets.
- New elevator finishes.
- Plumbing:
  - Replace previously modified bath tubs with low curb showers.
  - Twelve (12) accessible showers.
  - New faucets and drains at new bathroom vanities as scheduled.
  - Remove and reinstall toilets for sheet vinyl installation as scheduled.
  - Replace toilets as scheduled.
  - Remove existing garbage disposals.
  - New gas water heaters.
- HVAC:
  - Replace main common area roof top heating/cooling units.
  - Furnish and install bathroom exhaust fans and ducting.
- Electric:
  - Replace corridor lighting.
  - Replace unit light fixtures as scheduled.
- Clean up.
- Supervision.

Please note this is a budgetary scope and is based on our understanding of the project.

If you have any questions do not hesitate to contact us at 262-574-0306.

Sincerely,



Dave Bergmann  
Project Manager

DB/sk

cc: Fred Stier  
Dan Scheibe  
Paul Torweihe