

LEASE

MILWAUKEE COUNTY DAY REPORTING CENTER

LEASE

THIS LEASE (this "**Lease**") is dated the ___ day of September 2017, by and between ST. ANTHONY'S APARTMENTS, LLC, a Wisconsin limited liability company ("**Landlord**") and MILWAUKEE COUNTY (collectively "**Tenant**").

RECITALS

1. Landlord's affiliate, HEARTLAND HOUSING, INC., is under an option to purchase a fee simple interest in the building located at 1004 North 10th Street, Milwaukee, Wisconsin (the "**Building**") pursuant to that certain Option Agreement dated January 26, 2015, as amended by that certain Amendment to Option Agreement dated November 18, 2016 (collectively the "**Option Agreement**").
2. Subject to the Schedule of Terms and the Terms and Provisions set forth herein, effective as of the Effective Date (hereinafter defined), Landlord agrees to lease space in the Building to Tenant, and Tenant agrees to lease the Premises from the Landlord, all on the terms described below.

SCHEDULE OF TERMS

1. **Basic Lease Provisions.** The basic provisions of this Lease contained in this Schedule of Terms ("**Schedule**") are as follows:
 - 1.1. The Premises: Approximately 6,865 rentable square feet of first floor space in the Building as depicted on the Plan of Premises, attached hereto as **Exhibit A**.
 - 1.2. Tenant's Percentage Share: 11.42% (6,865 rsf of the Premises/60,134 rsf of the Building)
 - 1.3. Commencement Date: This Lease shall commence upon substantial completion of Landlord's Work (hereinafter defined).
 - 1.4. Rent Commencement Date: The Commencement Date
 - 1.5. Term: The Term shall commence on the Commencement Date and expire fifteen (15) years following the Rent Commencement Date, subject to one (1) five (5) year extension as set forth in Section 33 below. Tenant will have the Right to Early Occupancy thirty (30) days prior to Commencement Date for the installation of Tenant's fixtures and equipment.
 - 1.6. Base Rent: The Base Rent due under this Lease, all as set forth in **Exhibit B** "Rent Schedule".
 - 1.7. Security Deposit: \$12,500.00, as more fully set forth in Section 21, below.

1.8. Permitted Use: Tenant shall use the Premises in accordance with the BOZA Submission - Statement of Special Use and Plan of Operation, attached hereto as **Exhibits C**, as more fully set forth in Section 4, below.

1.9. Brokers: None

1.10. Address for Notices to Tenant:

To County of Milwaukee:

Milwaukee County House of Correction
Attn: Michael Hafemann
8885 S 68th St
Franklin, WI 53132

With a Copy To:

Milwaukee County
Corporation Counsel
901 North 9th Street, Room 303
Milwaukee, WI 53233

TERMS AND PROVISIONS

1. **Lease of Premises**. Effective upon the date Landlord acquires the Building in accordance with the Option Agreement (the “**Effective Date**”), Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in the Schedule appearing on the first and second pages of this Lease (hereinafter referred to as the “**Schedule**”), for the Term set forth in the Schedule. The parties acknowledge that the respective rights hereunder are expressly conditioned upon Landlord becoming the fee owner of the Building in accordance with the Option Agreement.

2. **Rent**.

2.1. **Base Rent**. Tenant shall pay to Landlord as rent for the use and occupancy of the Premises at the times and in the manner provided below, Base Rent in the amount specified in the Schedule. Base Rent is payable in advance beginning on the Rent Commencement Date and on the first day of each successive calendar month during the Lease Term without demand, set off or deduction. If the first or last month of this Lease is not a full month, Base Rent will be prorated in proportion to the number of days in such month. All payments to the Landlord will be made to St. Anthony’s Apartments, LLC, c/o Heartland Housing, Inc., 208 South LaSalle Street, Suite 1300, Chicago, Illinois 60604, or to a lock box location designated by Landlord in writing.

2.2. **Interest and Late Charges**. If Tenant fails to pay any Base Rent or Additional Rent (hereinafter defined), the unpaid amount shall bear interest from the due date to the date of payment at the lesser rate of (1) 18% per annum and (2) the highest rate permitted by law. In addition, a late charge shall be imposed in an amount equal to 5% per month of the unpaid rent or other payment and a \$100.00 charge shall be imposed on any check that is returned for insufficient funds.

3. **Additional Rent.** In addition to Base Rent, Tenant shall be obligated to pay Additional Rent. As used herein, “**Additional Rent**” shall mean Operating Expense Rent (as defined below), or any other amount when due and payable under this Lease. Notwithstanding the foregoing, in the calendar year after Operating Expenses have stabilized, Operating Expense Rent (hereinafter defined shall be capped to increase no more than 5% in any one calendar year.

3.1 **Operating Expense Rent.** In addition to Base Rent, Tenant shall pay Tenant's Percentage Share of the Operating Expenses (“**Operating Expense Rent**”) paid or incurred by Landlord in each year of the Lease Term.

3.1.1 **Operating Expenses Defined.** Operating Expenses shall mean all costs of operating, servicing, repairing, and maintaining the Building, but does not include any costs which are paid directly by, or which are incurred for the sole benefit of, any tenant in the Building. Landlord shall calculate Operating Expenses in accordance with generally accepted accounting principles applied on a consistent basis (“**GAAP**”). Examples of Operating Expenses are:

A. non-separately metered and Common Area utility charges, excluding water and sewer (other than charges for utilities separately metered and paid directly by the Tenant or by other tenants);

B. costs of janitorial and maintenance services of the Common Areas (as defined below), exterior window cleaning, fire detection and security services, gardening and landscape maintenance, snow and ice removal, Common Area garbage and other refuse removal, pest control, painting (other than painting of any tenant space), façade maintenance, Common Area lighting, exterior and Common Area partition wall repairs, roof repairs, maintenance of all pipes, repair of sidewalks. No credit shall be given to Tenant for janitorial services engaged by Tenant for Premises cleaning;

C. insurance premiums for public liability, property damage, flood, and all other types of insurance that Landlord maintains for the Building, including any amounts that would be paid by Landlord as premiums for usual and customary self-insurance risks for similarly situated buildings, including insurance deductibles;

D. the costs (amortized together with a reasonable finance charge in accordance with GAAP) of any capital improvements which Landlord makes to the Building if such improvements are intended primarily (A) for the purpose of reducing Operating Expenses; or (B) to comply with any governmental law or regulation that was not in force at the time this Lease began; and

E. interest and amortization expense in connection with any expenditure made for any of the above items.

3.1.2. Operating Expenses do not include, and therefore Landlord is not entitled to be reimbursed under this Lease for, the following items: (i) depreciation on the Building or any Common Areas; (ii) costs of planning, designing, improving or altering any tenant's space or any cash or consideration paid for by Landlord with respect to or in lieu of any tenant work; (iii) costs of relocating any tenant, and expenses of advertising and marketing and leasing space in the Building, including finders' fees and real estate broker commissions; (iv) costs for which Landlord is reimbursed by insurance or otherwise, but only to the extent of such other reimbursement, such as, for example, expenses reimbursed by another tenant under the provisions of such other tenant's lease; (v) costs in connection with services or benefits that are not provided to Tenant, but are provided to another tenant in the Building; (vi) Landlord's general overhead and administrative expenses not directly allocable to the operation of the Building; (vii) court costs and legal fees which Landlord pays to enforce the obligations of tenants in the Building; (viii) salaries, wages, and fringe benefits of any employee not specifically related to the Building; (ix) expenditures that are considered to be capital expenditures under GAAP, other than those listed in clause (E) above; (x) real estate taxes; (xi) interest on indebtedness or any cost of financing or refinancing the Building, Building equipment or Building improvements, replacements or repairs or any rental payments on any ground leases or master leases; (xii) any costs included in Operating Expenses representing an amount paid to a person, firm, corporation, or other entity related to Landlord, Landlord's beneficiary or to any affiliate of Landlord in excess of the amount which would have been paid on a fair market value basis in the absence of such relationship; (xiii) all costs and expenses to cure construction defects in the Building; (xiv) expenses for art or sculptures in the Building; (xv) expenses incurred by Landlord in connection with the transfer or disposition of all or any part of the Building or any ground underlying or overriding lease, including without limitation, transfer, deed, and gains taxes; (xvi) costs to cure any latent or structural defects; (xvii) costs to cure any misrepresentation of Landlord expressly set forth in this Lease; (xviii) fines, interest, charges, penalties, damages, and other costs incurred by Landlord by reason of any default (or claim of default) or late payment by it under any lease or other contract or instrument (regardless of whether or not the payment itself is allowed to be included in Operating Expenses), including, without limitation, any legal and other professional fees paid or incurred in connection therewith; (xix) salaries, wages, and fringe benefits of any employee above the level of Building manager; (xx) fines, interest, charges, penalties, damages, and other costs incurred by Landlord in connection with any violation of applicable Laws by Landlord; (xxi) bonuses paid to any employee in excess of the market rate of overall compensation; (xxiii) rent payments incurred in leasing air conditioning systems or equipment, elevators, and other equipment that under sound accounting and management principles should be capitalized (subject to clause (E) above); (xxiii) all expenses, costs, and disbursements related to any portion of the Building which has been or is in the process of being converted to a use other than its current use; and (xxiv) any costs associated with bringing online any Building system, or component thereof.

3.2. Payment. During December of each calendar year, or as soon after that date as practicable, Landlord shall give Tenant written notice of its estimate of Operating Expense Rent for the following calendar year. On or before the first day of each month during the following calendar year, Tenant shall pay to Landlord 1/12th of such estimated amounts, provided that if such notice is not given in December, Tenant shall continue to pay on the basis of the prior year's estimate until the month after such notice is given.

3.3. Statement. Within ninety (90) days after the end of each calendar year or as soon after that date as practicable, Landlord shall deliver to Tenant a detailed line item statement of amounts of Operating Expense Rent payable for that calendar year. If the statement shows that Tenant owes more than the estimated payments that Tenant made for the calendar year, Tenant shall pay the deficiency to Landlord within 30 days after delivery of the statement. If the total of the estimated monthly installments paid by Tenant during any calendar year exceeds the actual amounts due from Tenant for the calendar year and if Tenant is not in default, the excess shall, at Tenant's option, either be credited against payments next due from Tenant or refunded by Landlord to Tenant. Tenant has the right to cause an audit to be performed at Tenant's sole cost and expense of Landlord's operations and books and records pertaining to Operating Expenses for the preceding calendar year. If Landlord has overstated Operating Expenses, within thirty (30) days after demand by Tenant accompanied by Tenant's verification of such overcharges, Landlord shall reimburse Tenant for all such overcharges. Any overpayment by Tenant at the end of the Lease Term shall be reimbursed to Tenant within sixty (60) days following the end of the Lease Term.

3.4. Proration. If this Lease terminates on a day other than the last day of a calendar year, the amount of Operating Expense Rent payable by Tenant applicable to that calendar year will be prorated to reflect the number of days from the commencement of the year to and the date of termination.

3.5. Additional Taxes Payable by Tenant. Tenant shall pay any taxes reasonably attributable to (i) the cost or value of Tenant's equipment, furniture, fixtures, and other personal property located in the Premises, or (ii) the cost or value of any leasehold improvements made in or to the Premises by or for Tenant other than any initial improvements installed at Landlord's expense, regardless of whether Tenant or Landlord has title to such improvements.

4. Use of Premises.

4.1. Use Restrictions. Tenant shall use the Premises for the sole purpose of operating the Permitted Use and for no other purpose. Tenant may not use any portion of the Premises for any use which is unlawful or which interferes with the use of other premises by other tenants of the Building or for purposes other than those specified in the Schedule. Tenant may not use the Premises for any purpose that will increase the existing rate of insurance on the Building, or cause cancellation of insurance policies covering the Building.

4.2. Permits, Licenses, and Insurance. Tenant shall first obtain and, at all times during the Term, maintain the requisite approvals, licenses, permits, and/or insurance to perform the Permitted Use at the Premises. The failure or inability of Tenant to maintain in full force and effect at all times all such permits, licenses, and insurance shall in no way invalidate or impair this Lease or Tenant's obligations under it.

4.3. Access. Tenant shall have access to the Building and the Premises seven (7) days per week, twenty-four (24) hours per day, subject to the Rules and Regulations set forth on **Exhibit D**, attached hereto and incorporated herein by reference.

4.4. Miscellaneous Restrictions. Tenant shall not use the Premises for any offensive, noisy, or dangerous trade, business, manufacture, or occupation or interfere with the business of any other tenant in the Building. Tenant shall not cause, permit, or suffer any waste or damage, disfigurement or injury to the Premises or the fixtures or equipment in the Premises or the Building. Tenant shall not obstruct the sidewalks in front of the Building or other areas of the Building or use them for business operations or advertising. Tenant shall not use the Premises for any purpose that would emit any offensive odor, create unreasonable elevator loads, cause structural loads to be exceeded or adversely affect the mechanical, electrical, plumbing, or other base building systems.

5. Landlord's Reservation of Rights. Landlord may (i) increase, reduce or change the number, dimensions or locations of the walks, parking, if any, and any other improvements located in or about the Building in any manner that Landlord in its sole discretion deems proper, so long as Landlord does not materially and adversely affect Tenant's use of or access to the Premises; (ii) make alterations and additions to the Building, and build additional stories on the Building and add additional land (and, buildings and other structures and improvements in the vicinity of the Building; (iii) install, maintain, use, repair, and replace pipes, ducts, conduits, and wires leading through the Premises and serving other parts of the Building in a manner that will not materially interfere with Tenant's use of the Premises; (iv) change the Building's name without notice, and change the Building's street address upon 90 days prior notice; (v) grant to any person or entity the exclusive right to conduct any business or render any service in or to the Building; (vi) retain at all times master keys or passkeys to the Premises, and place such signs, notices or displays as Landlord reasonably deems necessary or desirable on the roof and exterior of the Building; (vii) make reasonable rules and regulations applicable to all tenants concerning the Building; (viii) close temporarily any of the Building for maintenance purposes; and (ix) designate other lands outside the exterior boundaries of the Building to become part of the Common Areas, provided they are utilized in connection with the Building.

6. Common Areas. Tenant and its employees, customers, and invitees shall have the reasonable non-exclusive right to use, in common with Landlord and the other tenants and occupants of the Property and their respective employees, customers, and invitees and all others to whom Landlord has or may hereafter grant rights as same, the public portion of the Common Areas as may from time to time exist. Landlord shall have the right to close any or all portions of the Common Areas to such extent as may, in Landlord's opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management, and direction of the Common Areas.

7. Parking. Tenant acknowledges that there is no parking available to Tenant, its employees, agents, or invitees at the Building. Tenant shall not park or permit the parking of any vehicles adjacent to loading areas to interfere in any way with their use or on other Common Areas of the Building. Nothing herein shall prohibit temporary loading or unloading at the Building as permitted by local law.

8. **Graphics.** Landlord, at Tenant's sole cost and expense, shall install and maintain all letters or numerals on the entrance doors for the Premises, or identifying plaques adjacent to the entrance of the Premises. All letters and numerals will be in the form specified by Landlord. Tenant shall not place any signs or lettering within the Premises visible from outside the Premises without Landlord's prior written approval, which, given the historic designation of the Building, may be withheld in Landlord sole discretion.

9. **Assignment and Subletting.**

9.1. **Assignment and Subletting.** Tenant may not assign this Lease or sublet any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. It is reasonable for Landlord to withhold consent if, among other things, Tenant is in default under this Lease or Landlord is not satisfied with the financial responsibility, identity, reputation, or business character of the proposed assignee or subtenant, or if the proposed assignee or subtenant would present a commercial conflict with another tenant in the Building. Any change in the ownership of Tenant that results in a change in control of Tenant, if Tenant is a corporation, limited liability company or general or limited partnership, shall constitute an assignment for purposes of this Section 9. If Landlord wrongfully withholds its consent to any proposed assignment or sublet, Tenant's sole and exclusive remedy therefor under this Lease, shall be to seek specific performance of Landlord's obligation to consent to such assignment or sublet.

9.2. **Restrictions on Terms.** Tenant may not advertise the Premises for sublease at a rental rate below the rate, if any, that Landlord is then advertising other available space in the Building. If Tenant subleases the Premises or assigns this Lease, it shall not be entitled to a profit from such action, and any sublease rent more than the rent provided in this Lease, or any payment for an assignment of this Lease, shall be payable to Landlord rather than to Tenant. In promoting the Premises, Tenant may not use any marketing materials prepared by Landlord, and may not use any picture or rendering of the Building prepared by Landlord. If Tenant offers more than 25% of the Premises (the "**Offered Premises**") for sublease or assignment, Tenant shall so notify Landlord in writing and Landlord shall be entitled, at Landlord's sole discretion, to recapture the Offered Premises. To exercise its election, Landlord shall give written notice of such election to Tenant within 10 days of receipt of Tenant's notice, in which case this Lease shall be terminated as to the Offered Premises as of the last day of the month in which such notice is given, and Landlord shall have the exclusive right to lease the Offered Premises to third parties.

9.3. **Assumption of Liability.** Tenant shall remain liable for all covenants, duties, and obligations under this Lease notwithstanding any permitted assignment or subletting under Subsection 8.1 above. Tenant will cause any permitted assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant under this Lease, and such assignee shall be jointly and severally liable along with Tenant.

9.4. **Assignment by Landlord.** Landlord shall have the right to assign or transfer, in whole or in part, Landlord's rights, and obligations under this Lease and in the Building and the Premises. Tenant shall recognize as its landlord any party to whom Landlord assigns this Lease.

10. **Ordinances and Statutes.** From and after the Commencement Date, at Tenant's sole cost, Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities pertaining to the Premises including, but not limited to, the Americans with Disabilities Act. Tenant is not obligated, however, to cause the Common Areas to comply with such statutes, ordinances, and requirements.

10.1. Except for Tenant's authorized security personnel or law enforcement personnel, Tenant shall not allow any employee, invitee, or guest to carry a hand gun weapon (whether properly licensed and permitted or otherwise) into the Premises, and shall post the necessary sign required by Wisconsin statute for that purpose.

10.2. Tenant acknowledges that the Building will be an Enterprise Green Communities and LEED Home - Gold certified non-smoking building. Tenant shall not permit smoking within the Premises, the Building, or within twenty-five (25) feet of any door, window that opens or air vent of the Building. Tenant shall post signs to prohibit smoking in accordance with the foregoing.

11. **Tenant Improvements; Maintenance, Repairs, and Alterations.**

11.1. **Tenant's Obligations.** Tenant shall, at its expense, at all times repair, maintain, and replace (a) the interior of the Premises, (b) all fixtures, partitions, ceilings, floor coverings, and the electrical and plumbing facilities in or exclusively servicing the Premises to the point of entry to a common line, (c) all interior doors, door openers, signs, equipment, machinery, and appliances (including lighting, and plumbing equipment and fixtures), and (d) all other items that are not Landlord's responsibility under Section 11.5, in conformity with governmental regulations and all rules and regulations of the Board of Fire Underwriters, in good order, condition, maintenance and repair. If any item that Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace such item, regardless of whether the benefit of such replacement extends beyond the Term of this Lease.

During the Term, Landlord, at Tenant's expense, shall maintain exterior doors, all glass, windows, and window moldings exclusively serving the Premises. Landlord, at Tenant's expense, shall perform make any structural, interior, and exterior alterations and/or repairs to the Premises arising from damage caused by Tenant or any of its officers, owners, employees, servants, agents, contractors, subcontractors, invitees, or customers (collectively, "**Tenant's Parties**"). In the case of any such maintenance or repair work performed by Landlord, Tenant shall reimburse Landlord for Landlord's actual cost therefor plus and administrative fee of 10% of such cost. Tenant shall observe and keep all rules and regulations promulgated by Landlord from time to time for the safe, secure, and efficient operation of the Premises and for the safety of all tenants, occupants, and invitees thereof. Tenant shall be fully responsible for the interior maintenance within the Premises.

11.2. LIMITS ON ALTERATIONS. TENANT HEREBY ACKNOWLEDGES THAT THE BUILDING IS A DESIGNATED HISTORIC STRUCTURE AND AS SUCH, ANY PROPOSED ALTERATIONS, TENANT WORK (HEREINAFTER DEFINED), SIGNAGE AND OTHER MATTERS ARE SUBJECT TO THE APPROVAL OF THE LANDLORD, AND ANY APPLICABLE GOVERNMENTAL AGENCY WITH JURISDICTION OVER THE BUILDING, INCLUDING BUT NOT LIMITED TO THE U.S. DEPARTMENT OF THE INTERIOR. AS SUCH, TENANT MAY NOT MAKE ANY ALTERATIONS, PERFORM TENANT WORK, INSTALL SIGNAGE, OR OTHER CHANGES TO THE PREMISES OR THE BUILDING TO THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, WHICH CONSENT MAY BE WITHHELD IN LANDLORD'S SOLE DISCRETION. IN CONJUNCTION WITH THE FOREGOING, TENANT SHALL INDEMNIFY AND HOLD LANDLORD AND ANY AFFILIATE OF LANDLORD HARMLESS FROM AND AGAINST ANY LIABILITIES, CLAIMS, EXPENSES, LOSSES, COSTS AND DAMAGES OF ANY KIND SUFFERED BY LANDLORD AND ANY AFFILIATE OF LANDLORD ARISING OUT OF A VIOLATION OF THIS PROVISION OR ANY ACT MADE TO THE PREMISES BY TENANT, WHICH IS NOT IN COMPLIANCE WITH SECRETARY'S STANDARDS OR OTHERWISE NEGATIVELY IMPACTS THE TOTAL AMOUNT OF QRES OR RESULTS IN A REDUCTION OF THE PROJECTED HISTORIC TAX CREDITS EXPECTED TO BE GENERATED BY THE SAME, A DELAY IN THE PLACED IN SERVICE DATE FOR THE BUILDING, OR MAY RESULT IN A RECAPTURE OF ANY HISTORIC TAX CREDITS UNLESS SUCH WORK OR IMPROVEMENTS WERE PREVIOUSLY APPROVED BY LANDLORD AS PART OF THE FINAL PLANS FOR THE TENANT WORK. THE OBLIGATIONS UNDER THIS SUBSECTION 11.2 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

For purposes of this Lease the term "QREs" means "qualified rehabilitation expenditures," as such term is defined in Section 47(c)(2) of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder, and any published rulings, procedures and notices thereunder; the term "Historic Tax Credits" means the tax credit allowable pursuant to Section 47 of the Code for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure;" and the term "Secretary's Standards" means the standards for rehabilitation set forth in Title 36 of the Code of Federal Regulations, Part 67.7, or any successor provisions, as amended from time to time.

Tenant Initials

11.3. Alterations by Tenant. In the event of and as a condition of Landlord's approval of any proposed alterations to be performed by Tenant, including the Tenant Work, Landlord may require reasonable assurances of lien-free completion of alterations, such as, for example, performance bonds, and construction escrows. All alterations shall be (1) performed in a good and workmanlike manner and (2) performed by a licensed contractor reasonably acceptable to Landlord. Tenant agrees to comply with all requirements imposed on it and the Building by all governmental and quasi-governmental bodies and all others who may exercise rights with respect to the Building.

11.4. Liens. Tenant shall pay all costs of alterations permitted under Subsections 10.2 and 10.3. Tenant shall keep the Premises and the Building free and clear of all mechanics' and materialmen's' liens resulting from construction done by or for Tenant. If any mechanics' or materialmen's' lien is ever claimed, fixed, or asserted against the Premises or the Building in connection with any Tenant work, Tenant shall, within ten days after receipt by Tenant of notice of such lien, discharge the lien either by payment or by posting a bond in the amount of 150% of the amount of the lien, if permitted by law. If Tenant does not discharge the lien, whether valid or not, Landlord shall have the right, but not the obligation, to discharge the lien on Tenant's behalf, and Tenant shall promptly reimburse Landlord for all costs and expenses incurred by Landlord associated with the discharge of the lien, including without limitation reasonable attorneys' fees.

11.5. Landlord's Obligations. During the Term, Landlord shall make all repairs to and perform necessary maintenance on: (i) all structural elements of the Building; (ii) the exterior of the Building; (iii) all mechanical, electrical, and plumbing, and miscellaneous mechanical systems that serve the Building in general; and (iv) the Building facilities common to all tenants. Landlord shall deliver the Premises to Tenant with all floors, storefront and glass courtyard enclosure, doors, and mechanical, electrical, and plumbing systems in good, working order. Additionally, Landlord, at its sole cost and expense, shall complete the landlord's work (the "**Landlord Work**") as set forth in **Exhibit E**, attached hereto.

During the Term, Landlord shall maintain the heating, ventilation, and air conditioning ("**HVAC**") for the Building. Landlord's maintenance of the HVAC systems that serve the Building in general shall be included in Operating Expenses. Maintenance expenses for HVAC equipment exclusively service the Premises shall be billed to tenant as a pass-thru expense. Landlord's maintenance of the HVAC shall include at least quarterly inspections and cleaning of said units and systems, together with such adjustments and servicing as each such inspection discloses to be required and, in addition, replacement of belts and filters as needed and all repairs, testing and servicing as shall be reasonably required by Landlord or Landlord's insurance underwriter.

11.6. Tenant Work. Except as expressly set forth in Section 11.5, Tenant shall accept the Premises in its as-is, where is condition without any representation or warranty from Landlord. Tenant shall pay for all costs and expenses incurred in connection with the improvement of the Premises for the Permitted Use in compliance with this Lease and all applicable laws, codes, ordinances, statutes, and regulations ("**Tenant Work**"). In no event shall Tenant be permitted to lien the Premises in order to pay for the Tenant's Work. Tenant shall provide Landlord with written evidence of the costs actually incurred by Tenant. Not later than 45 days after the date hereof, Tenant shall submit to Landlord for Landlord's review and approval, a full set of architectural plans and specifications ("**Plans**") for the Tenant Work. The Plans shall also include the design for signage, if any. The Plans shall be prepared by a reputable architect, licensed in the State of Wisconsin, selected by Tenant, and approved by Landlord, which consent shall not be unreasonably withheld or delayed and shall be paid for by Tenant.

11.6.1. Except as expressly provided in this Lease, Tenant acknowledges and agrees that Landlord has not undertaken to perform any modification, alteration or improvements to the Premises, and Tenant further waives any defects in the Premises and acknowledges and accepts the Premises in their "AS IS" condition. If any improvements, modifications, or alterations are required for Tenant's initial occupancy of the Premises by any governmental or municipal body or agency or by any Governmental Requirement, Tenant will be solely responsible for all associated expenses. After the Commencement Date, if any improvements, modifications, or alterations are required by any governmental or municipal body or agency or due to any Governmental Requirement as a result of Tenant's use of the Premises, Tenant will be solely responsible for all associated costs. For all alterations, including, but not limited to Tenant Work, performed in the Premises by Tenant, Tenant shall pay to Landlord a "Construction Administration Fee" to compensate Landlord for its plan and design review and other construction administration services in the amount of five percent (5%) of the amount expended in connection with such work.

12. **Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter the Premises at reasonable times upon reasonable notice (which can include verbal notice, except that no notice is necessary if Landlord must enter the Premises because of an emergency) for the purpose of inspecting the Premises, performing any services required of Landlord under this Lease and showing the Premises to potential and existing mortgagees and purchasers of the Building and prospective tenants of the Building. Landlord shall use reasonable efforts to minimize any interference to Tenant's business as a result of any such entry.

13. **Indemnification and Waiver.** Tenant shall indemnify, defend, protect, and hold Landlord harmless from and against any and all claims, demands, losses, damages, costs, and expenses, including reasonable attorneys' fees ("**Damages**"), arising out of or relating to Tenant's default under this Lease, or Tenant's use or occupancy of the Premises, or caused by negligent acts or omissions of Tenant or its agents, employees or invitees, except to the extent such Damages are caused by the negligent acts or omissions of Landlord or its agents or employees. Landlord shall not be liable to Tenant for any damage caused by any act or negligence of any other tenant or occupant of the Building or by any owner or occupant of adjoining or contiguous property, nor shall Landlord be liable to Tenant other than for Landlord's negligent acts or omissions. Nothing in this Lease shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

13.1. Landlord shall also not be responsible for or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the Building or for any loss or damage resulting to Tenant or its property from burst, stopped or leaking water, gas, sewer or steam pipes or falling plaster, or electrical wiring or for any damage or loss of property within the Premises from any causes whatsoever, including but not limited to theft, and/or acts or threatened acts of terrorism, damage or injury due to mold, excepting only losses or damages resulting from the negligent acts or omissions of Landlord. Landlord will not be liable under any circumstances to Tenant for any incidental or consequential damages.

13.2. Landlord hereby indemnifies Tenant and agrees to protect and hold it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Common Areas to the extent the same results from negligent acts or omissions of Landlord, its employees, or agents. In case Tenant shall be made a party to any litigation arising out of any such occurrence, then Landlord shall, upon notice from Tenant, defend such litigation. Landlord's obligations under this Section shall survive termination of this Lease.

14. **Tenant's Insurance.**

14.1. Types of Insurance. At all times during the Lease Term, except as set forth in Section 14.3 below, Tenant shall, at its sole expense, maintain the following types of insurance coverage:

14.1.1. commercial general liability insurance which insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Premises and the Property. Such insurance shall afford, at a minimum, the following limits:

Each Occurrence \$2,000,000
General Aggregate \$5,000,000
Products/Completed Operations Aggregate \$1,000,000
Fire Damage Legal Liability \$100,000
Medical Payments \$5,000

Any general aggregate limit shall apply on a per location basis. Tenant's commercial general liability insurance shall name Landlord, its trustees, officers, directors, members, agents, and employees, Landlord's mortgagees, and Landlord's representatives, as additional insureds as their interest may appear. This coverage shall be written on the most current ISO CGL form, shall include blanket contractual, premises-operations, and products-completed operations and shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Such insurance shall be written on an occurrence basis and contain a standard separation of insureds provision;

14.1.2. Special Form Causes of Loss coverage protecting Tenant against loss of or damage (including coverage against water damage, sprinkler flow, and sprinkler leakage) to the alterations, additions, leasehold improvements, carpeting, floor coverings, paneling, decorations, fixtures, inventory, plate glass, and other business personal property situated in or about the Premises equal to the full replacement value of the property so insured;

14.1.3. employer's liability insurance and worker's compensation insurance or permissibly self-insure providing benefits for all persons employed by Tenant in connection with the Premises to the extent required by applicable law; and

14.1.4. such other insurance in such amounts as may be reasonably required by Landlord, Landlord's lenders, or Landlord's investors from time to time.

14.2. Form of Insurance and Selection of Insurers. All insurance shall be in a form satisfactory to Landlord and carried with companies reasonably acceptable to Landlord that are licensed or authorized to do business in the State of Wisconsin. On or before the day that Tenant commences Tenant's Work, Tenant shall provide Landlord with a Certificate of Insurance, showing Landlord, and, if requested by Landlord, Landlord's mortgagee as additional insureds. The Certificate shall provide for a 30-day written notice to Landlord in the event of cancellation or material change of coverage. At least 10 days prior to the expiration of any coverage, Tenant shall give Landlord proof of renewals of or replacements for such insurance. If Tenant does not procure any contract of insurance or any renewal or replacement required under this Section 14, Landlord may, but shall not be obligated to, procure such insurance on behalf of Tenant. The cost of the insurance shall be payable to Landlord, on written demand, as additional rent hereunder. Should Tenant fail to maintain insurance, notwithstanding Landlord's remedies under this Section or this Lease, Tenant shall be deemed to be self-insured.

14.3. Self-Insurance. Notwithstanding the foregoing, Landlord acknowledges that Tenant is a municipal body corporate that self-funds for general liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. Milwaukee County is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers' Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including our contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations. Nothing in this Lease shall be construed as a waiver by Tenant of any rights to immunity, limitation of liability or any other protection that the Tenant may have by law.

14.4. Subrogation. Landlord and Tenant release each other to the extent of any amount recovered by such party by reason of insurance required under Section 14.1.2 of this Lease, and each waives any right of subrogation in connection with such loss, cost, damage, or expense. Such release of liability and waiver of the right of subrogation are not operative in any case where the effect is to invalidate insurance or increase the cost of insurance (provided that in the case of increased cost the other party shall, within 30 days following written notice, pay the increased cost, and keep the release and waiver in full force and effect).

15. Landlord's Insurance. Landlord agrees to carry a policy of Commercial General or Building Owner Liability Coverage, in which the limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence. Landlord shall furnish evidence of insurance coverage via a certificate of insurance to Tenant prior to the Commencement Date of this lease. Landlord also agrees to carry a Commercial Property Insurance on the Building and associated physical structures for full replacement value or such other amounts as required by Landlord's mortgagee. Landlord shall furnish evidence of insurance coverage via a certificate of insurance to Tenant prior to the Commencement Date of this Lease. Landlord's insurance in all cases shall be deemed excess and non-contributory to the insurance required to be carried by Tenant or for such self-insured risks. The cost of Landlord's insurance, including the cost of repairs paid by Landlord, which are equal to or less than the amount of any deductibles, shall be included as a part of the Operating Expense Rent, and any insurance proceeds payable under such policies shall be paid solely to Landlord or its mortgagee[s].

16. **Utilities and Services.**

16.1. Separate Metering. The Premises shall be either separately metered or sub-metered for electricity, gas and/or water service. For separately metered utilities, Tenant shall arrange for such utility directly with the applicable utility company and shall pay, when due, all charges for the ongoing provision of such utilities to the Premises and shall indemnify and hold Landlord harmless from and against any and all liabilities and charges on account thereof. For sub-metered utilities, Landlord shall bill to Tenant as Additional Rent, all charges for utilities consumed within the Premises.

16.2. Additional Tenant Responsibilities. Tenant shall (i) not set climate-control thermostats located in the Premises below 62°F during heating seasons or above 85°F during cooling seasons, nor shall Tenant discontinue gas or electric service at any time during the Term; (ii) procure and pay directly for installation and maintenance of telephone service; (iii) pay for all replacement electrical light bulbs, tubes, ballasts, and starters used and consumed in the Premises; and (iv) procure and pay directly for janitorial or scavenger services for the Premises. Landlord, at Tenant's expense, shall have the right, but not the obligation, to perform or to engage contractors to perform the services described in this Section 16.2 if Tenant fails to contract for such services.

16.3. Additional Landlord Services. Landlord shall provide the following services, with the exception of any janitorial services, during the hours of 6:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 1:00 p.m. on Saturdays during the term of this Lease (except holidays), unless otherwise stated, which shall be included in Operating Expenses:

16.3.1. Heating, ventilating and air conditioning sufficient to provide, in Landlord's judgment, reasonable comfort for normal business operations in the Premises. Wherever machines and equipment are used on the Premises which, because of heat generation, affect the temperature otherwise maintained by an air-conditioning system, Landlord reserves the right, at its option, either to require Tenant to discontinue use of such machines or equipment or to install, at its sole cost, supplementary air conditioning equipment on the Premises. The cost of operating the equipment shall be paid by the Tenant to the Landlord on the monthly Rent payment dates.

16.3.2. Elevator service in common with others.

16.3.3. Standard building janitorial services and refuse removal Monday through Friday from 5:00 p.m. to 10:00 p.m. (exclusive of holidays) in and about the Premises. Tenant shall pay for any additional or unusual janitorial services required by reason of any nonstandard improvements in the Premises, including, without limitation, wall coverings and floor coverings installed by or for Tenant.

16.3.4. City water from regular building outlets for drinking and lavatory purposes.

16.3.5. Maintenance of all public or common areas located in the Building.

17. **Condemnation.** If all or a portion of the land area of the Building, or all or a portion of the Building, is taken for public use, then the provisions of this Section 17 shall apply. If there is a taking of all or a substantial part of the Premises, this Lease shall terminate as of the date of the taking. If less than 50% of the Premises is taken and a part remains that is reasonably suitable for Tenant's use, this Lease shall, as to the part taken, terminate as of the date of taking, and Tenant shall then pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of the taking. Any election to terminate this Lease as provided above shall be exercised, if at all, within 60 days after the nature and extent of the taking is determined or this Lease shall remain in full force and effect. Tenant shall not share in the award that may be payable to Landlord for any taking. Tenant may, however, seek a separate award only for its trade fixtures and moving expenses, provided such award does not reduce the award payable to Landlord.

18. **Destruction of Premises.**

18.1. **Substantial Destruction.** If the Premises are made substantially untenable by fire or other casualty, not due to the act or neglect of Tenant or its employees, agents or servants, Landlord may elect to: (i) terminate this Lease as of the date of the fire or other casualty by giving notice of termination to Tenant within 45 days after the date of the fire or other casualty; or (ii) without terminating this Lease, proceed with reasonable diligence to repair or restore the Premises, other than leasehold improvements paid for by Tenant, at Landlord's expense but not to exceed the amount of insurance proceeds received by Landlord. If Landlord elects to repair or restore the Premises, it shall provide Tenant, within 45 days after the date of the fire or other casualty, with an estimate of the completion date of the repair or restoration. If Landlord's estimate shows that the appropriate repairs or restoration cannot be completed within 240 days after the date of the fire or other casualty, then Tenant may, by giving written notice within 10 days after receipt of Landlord's estimate, terminate the Lease. If such repair or restoration is begun by Landlord but is not completed by the expiration of the 240-day period, which period shall be extended by any delays caused by the insurance process, by Tenant or by other events beyond Landlord's reasonable control, then Tenant may, upon 10 days' written notice to Landlord, terminate this Lease. If this Lease is not terminated, Base Rent and Operating Expense Rent shall abate for all or that part of the Premises that are rendered untenable on a per diem basis from and after the date of the fire or other casualty until the Premises are substantially repaired or restored.

18.2. **Partial Destruction.** If the Premises are damaged by fire or other casualty not due to the act or neglect of Tenant or its employees, agents, or servants, but are not made substantially untenable, then Landlord shall with reasonable diligence repair and restore the Premises, as applicable, other than leasehold improvements paid for by Tenant. If, however, such damage occurs during the last 12 months of the Lease Term, either party may terminate this Lease as of the date of the fire or other casualty by delivering written notice of termination to the other party within 30 days after the date of such fire or other casualty.

18.3. **Act or Neglect of Tenant.** If the Building or the Premises are damaged by fire or other casualty due to the act or neglect of Tenant or its employees, agents or servants, Tenant shall, at its own expense (to the extent not covered by insurance required under this Lease), cause the Building or the Premises to be repaired or restored.

19. **Hazardous Substances.** Tenant shall not cause or allow any Hazardous Substance (as defined below) to be brought in, kept, or used in or about the Building by Tenant or its agents, employees, contractors, or invitees, other than standard cleaning materials. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation any and all sums paid for settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees) arising as a result of Tenant's violation of the obligations set forth in the preceding sentence. This indemnification shall survive the termination of this Lease, and includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by federal, state, or local agency or political subdivision. For purposes of this Section 19, "**Environmental Law**" means any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and the Resource Conservation and Recovery Act of 1976. "**Hazardous Substance**" means any substance, material or waste which is or becomes designated, classified, or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified, or regulated under any Environmental Law, including asbestos, petroleum, and petroleum products.

20. **Default and Remedies.**

20.1. **Events of Tenant Default.** Each of the following is an event of default ("**Event of Default**") under this Lease:

20.1.1. if Tenant abandons the Premises;

20.1.2. if Tenant vacates the Premises for more than thirty (30) consecutive days;

20.1.3. if Tenant does not pay any monthly Base Rent or Additional Rent when due and the failure continues for more than five (5) days after written notice to Tenant;

20.1.4. if Tenant fails to comply with any of its obligations under Section 11 above.

20.1.5. if Tenant fails to maintain insurance coverage in violation of Section 14 above.

20.1.6. if Tenant does not perform or observe any agreement, covenant, condition or provision of this Lease other than the payment of money or as specifically enumerated elsewhere in this subsection 20.1, and the failure continues for more than thirty (30) days after Landlord gives written notice to Tenant, or if the default cannot be cured within the 30-day period and Tenant does not promptly commence the curing of the default or, having so commenced, fails to complete with due diligence the curing of the default;

20.1.7. if Tenant (i) files or consents to the filing against it of a petition for relief or reorganization or any other petition in bankruptcy or liquidation; (ii) makes an assignment for the benefit of its creditors; or (iii) consents to the appointment of a custodian, receiver, trustee, or other officer with similar powers for all or a substantial part of its property;

20.1.8. if a petition is filed against Tenant without Tenant's consent for (a) the appointment of a custodian, receiver, trustee, or other officer with similar powers for all or a substantial part of Tenant's property; (b) relief or reorganization or any other petition in bankruptcy or insolvency; or (c) the dissolution, winding up or liquidation of Tenant, and such petition is not dismissed within ninety (90) days;

20.1.9. if this Lease or Tenant's interest in this Lease is levied upon under any attachment or execution and the attachment or execution is not vacated within ninety (90) days; or

20.1.10. if Tenant assigns this Lease or subleases all or any portion of the Premises in violation of Section 9 above.

Any event of default identified in subsections 20.1.1, 20.1.2, 20.1.5, 20.1.7, 20.1.8, 20.1.9, and 20.1.10 shall be deemed incurable Events of Default.

20.2. Landlord Remedies:

20.2.1. Landlord's Remedies on Default. If an Event of Default occurs by the Tenant, Landlord may, at its option, terminate this Lease and repossess the Premises pursuant to state law, and recover from Tenant as damages:

(a) the unpaid rent and other amounts due at the time of such termination plus interest on such amounts at the rate set forth in Subsection 3.2 above from the due date until paid; plus

(b) the present value of the rent payable under the Lease for the remainder of the calendar year after the termination less the present value of the fair rental value of the Premises for that period (both determined by applying a discount rate equal to the prime rate then published in The Wall Street Journal); plus

(c) any other amount necessary to compensate Landlord for damages caused by Tenant's failure to perform its obligations under this Lease, including without limitation the cost of recovering the Premises.

In the alternative, Landlord may terminate Tenant's right of possession (but not this Lease) and repossess the Premises pursuant to state law. In that event, Landlord may relet the Premises for the rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting Landlord is authorized by Tenant to decorate or to make any repairs, changes, alterations, or additions in or to the Premises that may be necessary or convenient. Tenant shall pay all reasonable costs of re-letting, including without limitation, brokerage commissions and reasonable attorneys' fees, and shall be liable for any deficiency in rent below the total rental and all other payments required under this Lease for the unexpired balance of the Lease Term. In addition, Landlord may exercise any and all other rights and remedies available to Landlord at law or in equity. In exercising any of its rights and remedies under this Section 19, Landlord shall use reasonable efforts to mitigate damages.

20.3. **Tenant's Remedies on Landlord Default.** If Landlord fails to perform or observe any agreement, covenant, condition or provision of this Lease and the failure continues for more than thirty (30) days after Tenant gives written notice to Landlord, or if the default cannot be cured within the 30-day period and Landlord does not promptly commence the curing of the default or, having so commenced, fails to complete with due diligence the curing of the default. Upon the occurrence of any event of default by Landlord, Tenant may exercise any remedy available at law or equity, which in the case of a constructive eviction, Tenant may at its option terminate this Lease.

21. **Security Deposit.** The Security Deposit set forth in the Schedule secures Tenant's performance of its obligations under this Lease, including without limitation its obligations to pay all amounts due hereunder from Tenant, including without limitation, Base Rent, and Additional Rent. Landlord may apply all or portions of the Security Deposit if Tenant does not perform all of its obligations, and Tenant shall replace the amount so applied within 10 days after demand from Landlord. Tenant expressly acknowledges that Tenant may not apply all or any portion of the Security Deposit to the payment of Rent under this Lease, and if it attempts to do so, late charges and penalties shall accrue until Rent is paid in full without regard to the Security Deposit. If Tenant is not in default, any balance of the Security Deposit remaining at the expiration of the Lease Term shall be returned promptly to Tenant, without interest. If the Building is sold, Landlord may transfer the Security Deposit to the purchaser. Upon a transfer, Landlord shall have no further liability with respect to the Security Deposit, and Tenant shall look solely to the purchaser for the return of the Security Deposit. Landlord need not keep the Security Deposit in a segregated account, and the Security Deposit may be commingled with other funds of Landlord.

22. **Limitation on Landlord's Personal Liability.** Tenant shall look solely to Landlord's interest in the Building for the recovery of any judgment from Landlord, it being agreed that neither Landlord, its beneficiaries, nor any of its officers, shareholders, directors, partners, or employees shall be personally liable for any such judgment in favor of Tenant.

23. **Waiver.** No failure of either party to enforce any term of this Lease shall be deemed to be a waiver of such term.

24. **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then it is the intention of the parties that the remaining provisions of this Lease shall continue in full force and effect.

25. **Notices.** Any notice, demand, request or other communication which either party hereto may be required or may desire to give under this Lease shall be in writing and shall be deemed to have been properly given (a) if hand delivered (effective upon delivery), (b) if mailed (effective three (3) days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested, (c) if sent by a nationally recognized overnight delivery service (effective one (1) day after delivery to such courier) or (d) if sent by facsimile (effective upon confirmation of transmission to the address set forth in the Schedule, with respect to Tenant, and

With respect to Landlord: St. Anthony's Apartments, LLC
Attn: Project Manager

1004 North 10th Street
Milwaukee, WI 53233

With a copy to:

Heartland Housing, Inc.
208 South LaSalle Street
Suite 1300
Chicago, Illinois 60604
Attn: Michael Goldberg
Fax: (312) 660-1555
E-mail: mgoldberg@heartlandalliance.org

With a copy to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Tel: (410) 964-0552; Fax: (410) 772-2630
Attention: Asset Management
With a copy to:
Email: brothschild@enterprisecommunity.com
Attention: General Counsel

With a copy to:

Kevin A. Sterling, Esq.
The Sterling Law Office LLC
411 North LaSalle Street
Suite 200
Chicago, IL 60654
Fax: (312) 962-8817
E-mail: kevin@thesterlinglaw.com

26. **Surrender of Premises.** On the last day of the Term, or on any earlier termination, Tenant shall surrender the Premises to Landlord in the same condition as when received, except for the Tenant Improvements, approved by Landlord, ordinary wear and tear and damage by fire or other casualty excepted, free and clear of debris. When the Lease terminates, Landlord shall advise Tenant whether Landlord shall require Tenant to remove any or all tenant improvements made to the Premises during the Term. Any improvements that Landlord does not require to be removed shall belong to Landlord without compensation, allowance, or credit to Tenant, except movable trade fixtures, furnishings, and equipment of Tenant that can be removed without defacing the Premises or the Building. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, furnishings, and equipment.

27. **Holding Over.** Any holding over after the expiration or termination of this Lease shall be construed as a month-to-month tenancy at a rental of 100% of the Base Rent and Additional Rent payable in the month immediately preceding the month in which the expiration or termination occurred, and otherwise in accordance with the terms of this Lease. Landlord's acceptance of holdover rent shall not, however, be deemed to be a waiver of Landlord's right to enforce this Lease and use all legal means necessary to remove Tenant from the Premises. If Tenant becomes a holdover tenant, Tenant shall also indemnify Landlord against all claims as a result of Tenant's possession of the Premises, including without limitation claims for damages by any tenant to whom Landlord may have leased some or all of the Premises, for a term commencing after the expiration or termination of this Lease.

28. **Time.** Time is of the essence of this Lease.

29. **Successors and Assigns.** This Lease is binding on and inures to the benefit of Landlord and Tenant and their respective successors and assigns, provided this Section shall not permit any assignment by Tenant contrary to the provisions of this Lease.

30. **Protection of Lenders.**

30.1. **Subordination.** This Lease is and will be subject and subordinate in all respects to any Encumbrance. With respect to any Encumbrance first encumbering the Building subsequent to the date of this Lease, Landlord will use its good faith efforts to cause the holder of such Encumbrance to agree (either in the Encumbrance or in a separate agreement with Tenant) that so long as no Event of Default exists, this Lease will not be terminated and Tenant's possession of the Premises will not be disturbed by the termination or foreclosure, or proceedings for enforcement, of such Encumbrance. While such subordination will occur automatically, Tenant agrees, upon request by and without cost to Landlord or any successor in interest, to promptly execute and deliver to Landlord or the holder of an Encumbrance such instrument(s) as may be reasonably required to evidence such subordination.

30.2. **Attornment.** If the interest of Landlord is transferred to any person (a "**Successor Landlord**") by reason of the termination or foreclosure, or proceedings for enforcement, of an Encumbrance, or by delivery of a deed in lieu of such foreclosure or proceedings, Tenant will immediately and automatically attorn to the Successor Landlord. Upon attornment this Lease will continue in full force and effect as a direct lease between the Successor Landlord and Tenant, upon all of the same terms, conditions and covenants as stated in this Lease except that a Successor Landlord shall not be (a) liable for any previous act or omission or negligence of Landlord under this Lease, (b) subject to any counterclaim defense or offset not expressly provided for in this Lease and asserted with reasonable promptness, which therefore shall have accrued to Tenant against Landlord, (c) bound by any previous modification or amendment of this Lease or by any previous prepayment of more than one month's Rent, unless such modification or prepayment shall have been approved in writing by the holder of any Encumbrance through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease or (d) obligated to perform any repairs or other work beyond Landlord's obligations under this Lease. Tenant agrees, upon request by and without cost to the Successor Landlord, to promptly execute and deliver to the Successor Landlord such instrument(s) as may be reasonably required to evidence such attornment.

30.3. Mortgagee's Approval. If any mortgagee of the Building or any Investor Member (as defined in Landlord's First Amended and Restated Operating Agreement) of the Landlord requires modification of the terms or provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modifications within thirty (30) days after Landlord's request therefor, provided said request is made prior to the Commencement Date specified in the Schedule. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to others by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provision of this Lease relating to the amount of rent or other charges reserved herein, the size and/or location of the Premises, the duration of, and/or commencement date of, the Lease Term, or the improvements to be made by Landlord to the Premises prior to delivery of possession.

31. Estoppel Certificate. Tenant shall, within ten (10) days' after receiving a written request from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of the modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any Security Deposit, and the date to which the Base Rent, Additional Rent, and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying defaults if any are claimed; and, if part of the certification (c) confirmation of subordination as outlined in Section 30 above. All prospective purchasers or mortgagees of the Building may conclusively rely on the statement. Tenant's failure to deliver the statement shall be conclusive on Tenant that this Lease is in full force and effect, without modification except as may be represented by Landlord, that there are no uncured defaults of Landlord, that not more than one month's rent has been paid in advance, and that subordination of this Lease is confirmed. If Tenant does not respond to Landlord's request in a timely manner, Landlord may complete such a statement and sign it on behalf of Tenant, and Tenant acknowledges that Landlord and third parties may rely on such a statement.

32. Extension Option. Provided that no uncured Tenant default exists either at the time the Extension Term (hereinafter defined) is exercised, or at the commencement of the Extension Term, then Tenant shall have the right to extend the Term for one, five (5) year period ("**Extension Term**") upon the same terms and conditions as are contained in this Lease, except as hereinafter provided. The Extension Term shall commence on the expiration of the Term. The Base Rent for the Extension Term shall be at the rent described in the Renewal Term (Years 16-20) as set forth in **Exhibit B** "Rent Schedule".

33. **Funding.** The continued obligation of Tenant under this Lease is subject to approval of annual funding for the Day Reporting Center program and the payment of Rent under this Lease is subject to the availability of funds that may lawfully be used for such payment. In the event such funding is not made available to the Day Reporting Center program or its successor programs, the Tenant may upon not less than one hundred twenty (120) days' notice provide for termination of this Lease; in which case this Lease shall terminate as of the 120th day following notice; provided however, if the Tenant approves funding for the Day Reporting Center program, which requires a reduction in Day Reporting Center locations, Tenant shall have no right to terminate this Lease prior to the termination of all leases for other Day Reporting Center locations executed after the Effective Date of this Lease.

34. **Joint and Several Liability.** In the event that more than one person or entity executes the Lease as Tenant, they all are jointly and severally liable for all of Tenant's obligations hereunder.

35. **Force Majeure.** Each party to this Lease is excused for the period of any delay in performing of its obligations under this Lease when prevented from doing so for reasons of force majeure, which shall mean any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, sabotage, blockade or embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority or similar regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of one party hereto that prevents the party claiming delay from complying, or that materially and adversely interferes with the claiming party's ability to comply with an obligation under this Lease on its part to be performed.

36. **Recording.** Tenant shall not record this Lease or any memorandum or short form of this Lease.

37. **Governing Law.** The laws of the State of Wisconsin govern this Lease.

38. **Covenant of Quiet Enjoyment.** So long as Tenant is not in default under this Lease beyond any cure period, Tenant's peaceful and quiet possession of the Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

39. **Real Estate Broker Disclosure.** Landlord and Tenant each represents to the other that each, respectively, has not dealt with any brokers in connection with this Lease, and that insofar as each knows, no broker negotiated this Lease or is entitled to any commission in connection therewith. Each shall indemnify, defend, and hold harmless the other and the other's beneficiaries, employees, agents, their officers, and partners, harmless from and against any claims made by any broker or finder other than the broker named in the Schedule for a commission or fee in connection with this Lease to the extent such broker or finder is claiming through the indemnifying party.

40. **Authorization**. If Tenant executes this Lease as a corporation, limited liability company or partnership, then Tenant and the person(s) executing this Lease on behalf of Tenant represent and warrant that the entity is duly qualified to do business in the State of Wisconsin and that the individuals executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on Tenant's behalf.

41. **Entire Agreement**. This Lease, including the Schedule and all attached Exhibits, is the entire agreement between the parties and may be modified only by a writing signed by both parties.

[Signatures follow this page]

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD:

ST. ANTHONY’S APARTMENTS, LLC, a
Wisconsin limited liability company

By: ST. ANTHONY’S APARTMENTS MM, LLC, a
Wisconsin limited liability company, its managing member

By: Heartland Housing, Inc., an Illinois not-for profit
corporation, its sole member

By: _____
Name: Michael Goldberg
Its: Executive Director

TENANT:

MILWAUKEE COUNTY

By: _____
Name: Christopher Abele
Its: County Executive

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed:

By: _____ Date: _____
County Risk Management

Approved for execution:

By: _____ Date: _____
County Corporation Counsel

Approved:

By: _____ Date: _____
County Executive Chris Abele

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

By: _____ Date: _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

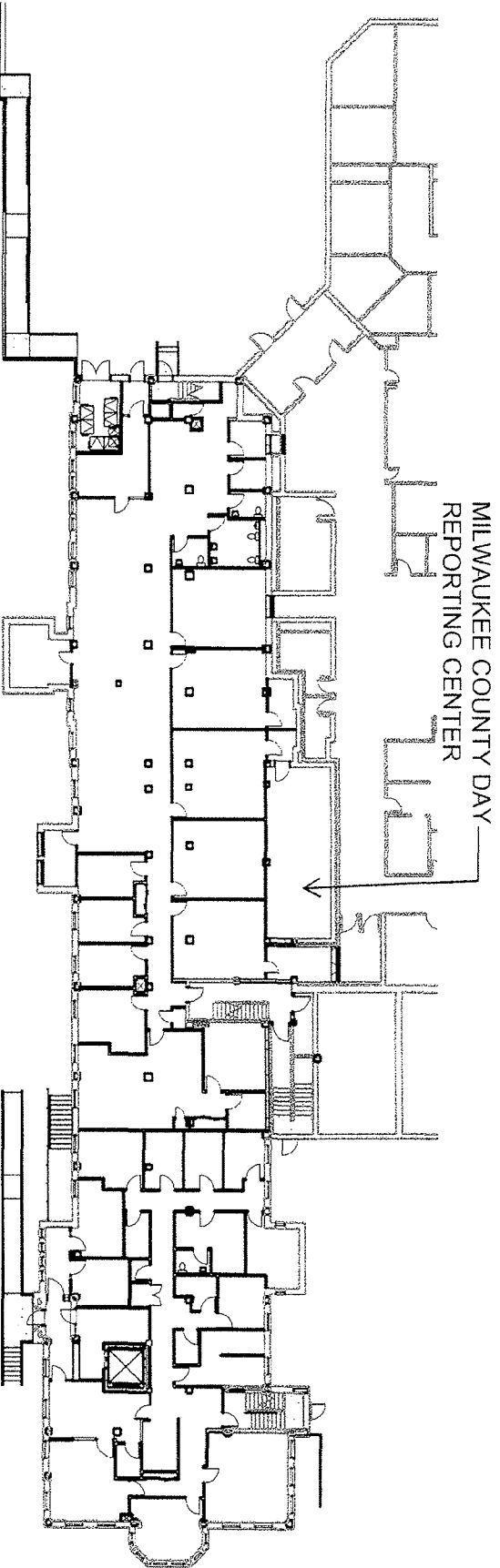
By: _____ Date: _____
County Corporation Counsel

[Signature Page 2 of 2]

EXHIBIT A

PLAN OF PREMISES

[Exhibit A follows this page]



SAINT ANTHONY'S APARTMENTS - MILWAUKEE DAY REPORTING CENTER

SCALE: 1/32" = 1'-0"



**Engberg
Anderson
ARCHITECTS**

MILWAUKEE | MADISON | TUSCON | CHICAGO

Engberg Anderson Project No. 142376.00

EXHIBIT B

RENT SCHEDULE

Initial Term

Year	Annual Base Rent	Monthly Base Rent
1	\$75,000.00	\$6,250.00
2	\$75,000.00	\$6,250.00
3	\$75,000.00	\$6,250.00
4	\$75,000.00	\$6,250.00
5	\$75,000.00	\$6,250.00
6	\$76,500.00	\$6,375.00
7	\$78,030.00	\$6,502.50
8	\$79,590.60	\$6,632.55
9	\$81,182.41	\$6,765.20
10	\$82,806.06	\$6,900.51
11	\$84,462.18	\$7,038.52
12	\$86,151.43	\$7,179.29
13	\$87,874.45	\$7,322.87
14	\$89,631.94	\$7,469.33
15	\$91,424.58	\$7,618.72

Renewal Term

Year	Annual Base Rent	Monthly Base Rent
16	\$93,253.07	\$7,771.09
17	\$95,118.13	\$7,926.51
18	\$97,020.50	\$8,085.04
19	\$98,960.91	\$8,246.74
20	\$100,940.13	\$8,411.68

EXHIBIT C

BOZA SUBMISSIONS

Statement of Special Use and Plan of Operation

[Exhibit C follows this page]

Statement of Special Use

STATEMENT OF SPECIAL USE

Wisconsin Community Services, Inc. - Milwaukee County Day Reporting Center

1004 N. 10th Street, Milwaukee, Wisconsin

1. Protection of Public Health Safety and Welfare. *The use will be designed, located and operated in a manner so that the public health, safety and welfare are protected. A geographic concentration of establishments of this type may be evidence, in certain circumstances, that the public health, safety and welfare will not be protected.*

The WCS-Milwaukee County Day Reporting Center ("MCDRC") is an important part of the area's criminal justice system and of promoting the community's goals of monitoring participants in the community to make sure corrections goals are being met. The location is already adjacent to a number of other law enforcement and corrections facilities. The well-being of the public at-large would be provided for at this location as the MCDRC employs two full-time Security Technicians at the program site. The Security Technicians have over 35 years of law enforcement experience and are responsible for maintaining safety at the MCDRC. The security staff supervise participants upon their arrival at and entrance into the facility, they conduct routine perimeter checks, and they escort participants from the building to their mode of transport at the end of the day. Security responds swiftly and consistently to incidents and violations. The MCDRC will be a secure facility with door alarms and its own secure entrances and exits. Participants must enter and exit under the approval and supervision of security staff.

Additionally, prior to any participant being accepted into the program an extensive background check is completed. The MCDRC only serves non-violent pretrial Deferred Prosecution Agreements (DPA) and sentenced misdemeanor and felony offenders. No sex offenders are permitted to attend the program.

2. Protection of Property. *The use, value and enjoyment of other property in the neighborhood will not be substantially impaired or diminished by the establishment, maintenance or operation of the special use. A geographic concentration of establishments of this type may be evidence, in certain circumstances, that the proposed use will substantially impair or diminish property values.*

The MCDRC will ensure protection of property by having the majority of participants in the program escorted to and from the facility by the security staff. All other participants and their activity outside and inside the facility will be monitored by camera to ensure protection of the property. Wisconsin Community Services, Inc. ("WCS") has operated similar facilities in the City of Milwaukee

using security protocols and measures that will be used at this location without any material adverse impact to the surrounding neighborhood.

3. Traffic and Pedestrian Safety. *Adequate measures have been or will be taken to provide safe pedestrian and vehicular access.*

MCDRC will ensure traffic and pedestrian safety by adhering to designated loading zones near the location, ensuring clear sidewalks and clearly marked, working crosswalks, as well as following established patterns of traffic into and out of the facility. MCDRC staff will use off-site parking with most staff will park at a nearby parking structure. Security staff monitor participants entering and leaving the building and will ensure traffic and pedestrian safety during this time. Most participants in the programs operated by MCDRC will arrive via public transportation or means other than cars, minimizing additional traffic from users in neighborhood.

4. Consistency with Comprehensive Plan. *The special use will be designed, located and operated in a manner consistent with the city's comprehensive plan.*

The MCDRC use is consistent with surrounding public safety uses and other public institutional uses in the immediate neighborhood and in the Downtown West area generally. Its operation at this location will contribute to the success of the St. Anthony's apartment project which will provide safe, decent and affordable housing in the area. The safety protocols outlined above will contribute to the safe operation of the use and the surrounding neighborhood. The building will be rehabilitated in its current form to preserve its unique architectural characteristics.

Plan of Operation

Address of premises	1004 N. 10th Street, Milwaukee, Wisconsin
Name of business	Wisconsin Community Services, Inc. - Milwaukee County Day Reporting Center (MCDRC)
Type of business	See Attached Addendum
Detailed description of the proposed operation <i>This description should explain, in detail, how the proposed use will be operated. The description should state what activities are to occur on site.</i>	See Attached Addendum
Hours and days of operation	Monday through Friday; 7:00am to 5:00 p.m.
Number of employees	See Attached Addendum
Does your location provide on-site parking? a. If yes, how many parking spaces are available to customers and employees? b. Where is the on-site parking located?	<div style="border: 1px solid black; text-align: center; padding: 5px;">No</div> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>
Will you receive at your location vehicles that make deliveries or pick-ups? a. How many deliveries and/or pick-ups do you anticipate each day? b. Where will deliveries, pick-ups, loading and unloading activities occur?	<div style="border: 1px solid black; text-align: center; padding: 5px;">Yes</div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">2-3 - See Attached Addendum for Details</div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Deliveries will be handled through on street loading zones in the area</div>

<p>Describe the land uses next to the property and on the same block.</p> <p><i>This description should explain what businesses and/or uses are located in the area around your proposed location.</i></p>	<p>Businesses that are close to the property are the Milwaukee Secure Detention Facility, St. Benedict the Moor Roman Catholic Church, the Milwaukee County Medical Examiner, the Milwaukee County Courthouse, City of Milwaukee Municipal Court Building and other similar law enforcement and civic institutional uses and the Historic Pabst Brewery complex.</p>
<p>Describe who your business will serve.</p> <p>a. For churches, please provide the number of members</p> <p><i>This description should explain who your business will serve and where your customers, clients, or congregants come from.</i></p>	<p>MCDRC will serve non-violent pretrial Deferred Prosecution Agreements (DPA) offenders and sentenced misdemeanor and felony offenders. No sex offenders are permitted to attend the program and extensive background checks are completed on each participant before they enter the program. Referrals to the program come from the Milwaukee County Judges, the House of Correction, and from attorneys. MCDRC serves up to 80 participants at a time, typically serving 40-50 participants in one day.</p>

Plan of Operation Addendum

Address:

1004 N. 10th Street, Milwaukee, Wisconsin

Name of Business:

Wisconsin Community Services, Inc. - Milwaukee County Day Reporting Center

Type of Business:

The Milwaukee County Day Reporting Center (MCDRC) is a diversion to incarceration for non-violent pretrial Deferred Prosecution Agreements (DPA) and sentenced misdemeanor and felony offenders. Wisconsin Community Services, Inc. ("WCS") operates the MCDRC through a contract with Milwaukee County House of Corrections.

Detailed Description of the proposed operation:

WCS has operated the MCDRC at its other location since January of 2013. MCDRC serves up to 80 participants, with a 70% rate of compliance, up from 45 to 50%, prior to WCS taking over the contract. All participants are screened in advance of participation of on-site programs utilizing an assessment tool supporting by research and evidence to identify each individual participant's criminogenic levels of risk and areas of need. All eligible participants are moderate risk, as regulated by contract and evidence which states MCDRC cannot accept participants who are high-risk or violent, (including any current charges involving weapons). MCDRC provides security personnel on-site who must go through extensive background checks and who have backgrounds and prior certification in law enforcement. The security staff and all other WCS staff have extensive training in Evidence-Based Principles, including Trauma Informed Care and Motivational Interviewing. MCDRC assists all participants to overcome adversity through its educational services on-site, including: adult basic education, employment classes, parenting classes, cognitive intervention classes (Thinking For a Change), alcohol and other drug classes, community service and peace making circles, as well as case managers who are assigned specific participants to monitor their initial intake, assign participants to their schedules and ensure progress with programming on-site until their discharge from MCDRC.

Number of Employees:

10 full-time; 2 part-time (it is anticipated that WCS may add up to 2 additional part time contract employees at the site)

Parking:

No off-street parking is required in this zoning district. WCS parking will be off site in parking facilities in the area.

Deliveries:

2-3 deliveries per day by small courier vehicles, UPS or similar courier services; a bus drop off and pickup of participants at the beginning (approximately 7:00 AM and early afternoon (2:30 PM), with each taking approximately 15-20 minutes.

EXHIBIT D

RULES AND REGULATIONS

1. In the event of any conflict between the terms of these rules and regulations and the express provisions of the Lease, the Lease shall control. Tenant's failure to keep and observe them shall constitute a default of this Lease. Landlord reserves the right to rescind, add to, and amend any rules or regulations, to add new reasonable rules or regulations and to waive any rules or regulations with respect to any tenant or tenants. Tenant shall make available a copy of these rules and regulations to each of its employees to facilitate compliance with these standards.
2. Tenant agrees to comply with and observe the following rules and regulations, and Tenant's. Landlord reserves the right from time to time to amend or supplement said rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Premises, the Building, and the Property.
3. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purpose by Landlord.
4. The delivery or shipping of merchandise, supplies, and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Real property.
5. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord.
6. No aerial, antenna, satellite dish or similar device shall be erected on the roof or exterior walls of the Real property or on the grounds, without the prior written consent of Landlord. Any such device so installed without such consent shall be subject to removal without notice at any time, without liability to the Landlord therefor; costs incurred by Landlord for such removal shall be paid by Tenant.
7. No loudspeakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
8. If the Premises are equipped with heating facilities separate from those in the remainder of the Real property, Tenant shall keep the Premises at a temperature sufficient to prevent freezing of water in pipes and fixtures.
9. Tenant shall keep the exterior areas immediately adjoining the Premises clean and free from snow, ice, dirt, and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise outside Tenant's Premises without prior consent of the Landlord.

10. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents or invitees shall have caused same. Tenant shall be responsible for all sanitary sewer lines up to the limit of Tenant's private sewer line, whether or not such lines are located within the Premises.

11. Tenant shall not burn any trash or garbage of any kind in or about the Real property.

12. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of the Real Property or their employees, agents, customers, or invitees.

13. Tenant's access to the roof is limited to maintenance of equipment installed with Landlord's approval, and inspections for damage to that equipment. Neither Tenant nor its agents or employees shall enter upon the roof at any time without the express prior approval of Landlord.

14. Neither Tenant, its agent nor its employees shall solicit business in the parking area or other common areas, nor shall Tenant, its agents or its employees, distribute or display any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area, or in other common areas. If any such materials are distributed, Tenant shall pay Landlord for the cost of cleanup.

15. There shall be no commercial use of any of the common areas.

EXHIBIT E

LANDLORD'S WORK

Landlord's Work shall be the scope of work described in the following, hereinafter referred to as the "Plans and Specifications":

1. St. Anthony's Construction Drawing Set Issued for Construction Issued for Construction 9-18-2017
2. St. Anthony's Project Manual Issued for Construction 9-18-2017
3. MEPFP Design Intent with Qualifications 9-18-2017
4. St. Anthony's Vol 2 MEP Progress Set 9-18-2017
5. St. Anthony's Apartment Construction Scope Clarifications

The Plans and Specifications are incorporated herein by reference.