

## REAL ESTATE AND MEMBERSHIP INTEREST PURCHASE AGREEMENT

**THIS REAL ESTATE AND MEMBERSHIP INTEREST PURCHASE AGREEMENT** (this “*Agreement*”) is made and entered into by and among FRIENDS OF HOUSING CORPORATION, a Wisconsin nonstock corporation (“*FOH*”), Convent Hill 202, Inc., a Wisconsin nonstock corporation (“*Convent Hill GP*”, and, together with FOH, the “*Seller*”) and the Housing Authority of the City of Milwaukee, a public body corporate and politic organized under the laws of the State of Wisconsin as a municipal corporation, or its permitted assigns (“*Purchaser*”) effective as of February \_\_, 2022 (the “*Effective Date*”).

### RECITALS

**A.** FOH is the owner of: (i) that certain real property described as Unit 3, Convent Hill Condominium, Milwaukee, Wisconsin, identified as PIN 36012750000 (“*Unit 3*”); (ii) that certain real property described as 2807-2811 W. Vliet Street, Milwaukee, Wisconsin, identified as PIN 3650024110 (“*Warehouse*”, and together with Unit 3, the “*Real Property Assets*”); and (iii) certain furniture, equipment, appliances, machinery, inventories, supplies, signs, and other tangible personal property of every kind and nature installed, located or situated on, or used in connection with, the operation of the Real Property Assets, except for the Excluded Items defined herein (the “*Personal Property*”).

**B.** FOH is also the owner of: (i) fifty percent (50%) of the limited liability company membership interests (the “*Carver Park Interest*”) in and to Carver Park LLC, a Wisconsin limited liability company (“*Carver Park*”), which is the general partner of Carver Park Tax Credit Limited Partnership (the “*Carver Park Partnership*”); and (ii) forty-nine percent (49%) of the limited liability company membership interests (the “*Cherry Court Interest*”, and, together with the Carver Park Interest, the “*FOH Interests*”) in Cherry Court LLC (“*Cherry Court*”), which is a member and manager of Cherry Court Development LLC (“*Cherry Court Owner*”).

**C.** Convent Hill GP is the owner of a .009% general partnership interest (the “*Convent Hill Interest*”, and together with the FOH Interests, the “*Membership Interests*”) in Convent Hill Gardens Limited Partnership (the “*Convent Hill Partnership*”).

**D.** With respect to Convent Hill Partnership, FOH borrowed the original principal amount of Three Million Three Hundred Ninety-Seven Thousand One Hundred and No/100 Dollars (\$3,397,100.00) (the “*HUD Loan*”) from the United States of America, Secretary of Housing and Urban Development (“*HUD*”), the proceeds of which FOH in turn loaned to the Convent Hill Partnership (the “*HUD Pass-through Loan*”)¹.

**E.** With respect to Convent Hill Partnership, FOH borrowed the original principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the “*AHP Loan*”, and together with the HUD Loan, the “*Assumed Loans*”) from Johnson Bank, as administrator of a Federal Home Loan Bank of Chicago Affordable Housing Program Agreement (the “*AHP Lender*”), the proceeds of which FOH in turn loaned to the Convent Hill Partnership (the “*AHP Pass-through Loan*”, and together with the HUD Pass-through Loan, the “*Assigned Loans*”).

Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions upon which Seller desires to sell, and Purchaser desires to purchase, the Real Property Assets, Personal Property, Membership Interests, the Assigned Loans, and the Assumed Loans.

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¹ Note – have not seen a draft of the documents evidencing the pass-through loan.

**NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

**1. Assets to be Sold and Purchased.** Upon and subject to the terms, covenants, and conditions hereinafter set forth, Seller shall sell and convey to Purchaser, and Purchaser shall purchase and acquire from Seller, on the respective closing date set forth herein all right, title, and interest of Seller in and to the following described assets (collectively, the "**Purchased Assets**"):

**1.1** The Real Property Assets, which definition shall include any and all right, title, and interest of FOH in and to adjacent roadways, alleys, easements, rights of way, privileges, and appurtenances belonging or appertaining to Unit 3 and the Warehouse, all buildings, fixtures, structures, facilities, and improvements of every kind and nature and description and presently situated on, in, or under Unit 3 and the Warehouse, and any property which is owned by FOH and physically attached to or so closely associated with Unit 3 or the Warehouse so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the improvements comprising Unit 3 and the Warehouse, items specifically adapted to such improvements and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; and storage buildings.

**1.2** The Personal Property.

**1.3** All unexpired warranties, guaranties, and bonds, including without limitation, contractors' and manufacturers' warranties or guaranties relating to the Real Property Assets, to the extent assignable (the "**Warranties**").

**1.4** Any governmental permits, approvals, certifications, and licenses owned or held by FOH in connection with the Real Property Assets and the right to the use thereof, all to the extent the same are assignable (the "**Intangible Property**").

**1.5** The Assumed Contracts, as defined herein, if any.

**1.6** The Membership Interests.

**1.7** The Assumed Loans.

**1.8** The Assigned Loans.

**2. Purchase Price and Assumption of Contract Liabilities.** The purchase price to be paid by Purchaser for the Purchased Assets shall be Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "**Purchase Price**"), subject to any and all prorations and adjustments described in this Agreement. The Purchase Price shall be paid as follows:

**2.1 Earnest Money.** Purchaser shall pay Fifteen Thousand and No/100 Dollars (\$15,000.00) as earnest money ("**Earnest Money**") within five (5) Business Days of the Effective Date to be held by First American Title Insurance Company, ("**Title Company**"), pursuant to Title

Company's standard form joint earnest money escrow agreement to be executed by Seller, Purchaser, and Title Company. On the date (the "**Initial Closing Date**") of closing on the Real Property Assets, Personal Property, and Carver Park Interest (the "**Initial Closing**"), the Earnest Money shall be credited to Purchaser against the Purchase Price. If Purchaser terminates this Agreement in accordance with Section 6, or Section 12.1, the entirety of the Earnest Money shall be promptly returned to Purchaser by the Escrow Agent.

**2.2** Remainder of Purchase Price. Following application of the Earnest Money against the Purchase Price, Purchaser shall pay the remainder of the Purchase Price to Seller in cash, certified check, cashier's check or by wire transfer of funds on the Initial Closing Date, subject to adjustments for prorations as provided herein.

**2.3** Second Closing. On the date (the "**Second Closing Date**") of closing on the Cherry Court Interest (the "**Second Closing**"), Purchaser shall not be obligated to make any further payment to Seller, it being understood that the Purchase Price previously paid is good and valid consideration for the Second Closing.

**2.4** Final Closing. On the date (the "**Final Closing Date**") of closing on the Convent Hill Interest, Assumed Loans, and Assigned Loans (the "**Final Closing**"), Purchaser shall not be obligated to make any further payment to Seller, it being understood that the Purchase Price previously paid, assignment of the Assigned Loans, and assumption of the Assumed Loans, are good and valid consideration for the Final Closing.

**3.** Purchaser's Initial Closing Due Diligence Contingencies. The obligation of Purchaser to consummate Initial Closing under this Agreement is contingent upon each of the following:

**3.1** Title. FOH shall have delivered a title commitment for the Real Property Assets to Purchaser, showing FOH vested in fee simple title to the Real Property Assets, subject to no exceptions to title other than utilities easements and restrictive covenants which do not restrict the use of the Real Property Assets for their intended use or materially impair the value of the Real Property Assets.

**3.2** UCC Searches. FOH shall have delivered uniform commercial code searches for Milwaukee County and the State of Wisconsin Department of Financial Institutions confirming no liens are filed against the Real Property Assets, Personal Property, or Carver Park Interest.

**3.3** Disclosures. FOH shall have delivered copies of all environmental reports, prior title commitments or policies, surveys, environmental reports, and all other agreements, permits, licenses, reports, articles of organization, operating agreements, loan documents, and other diligence materials related to the Real Property Assets, Personal Property, Property owned by the Carver Park Partnership (the "**Carver Park Property**"), or Carver Park Interest, in FOH's possession.

**3.4** Service Contracts. FOH shall have delivered to Purchaser copies of all service contracts affecting the Real Property Assets (the "**Service Contracts**").

**3.5** Excluded Items. Within fifteen (15) days of the Effective Date, Purchaser shall have identified any of the Personal Property that Purchaser does not wish to acquire or which Purchaser or Seller believes to be owned by a third party (such items being the "**Excluded Items**").

**3.6** WHEDA Approval. Purchaser shall have obtained the approval of the Wisconsin Housing and Economic Development Authority ("**WHEDA**") to the purchase of the Carver Park Interest.

**3.7** Access and Inspection. Purchaser shall have determined, within thirty (30) days of the Effective Date (the “**Initial Closing Inspection Period**”), that it is satisfied with its receipt and review of the items set forth in this Section 3, including without limitation any investigations performed pursuant to this Section 3.7. During the Initial Closing Inspection Period, Seller shall allow Purchaser, and Purchaser’s agents, contractors, employees, and representatives (collectively, the “**Access Parties**”), access to the Real Property Assets without charge and at all reasonable times for the purpose of Purchaser’s investigation of the same, including at Purchaser’s sole option and expense a Phase I environmental assessment. Purchaser shall have determined, on or before the expiration of the Initial Closing Inspection Period, that it is satisfied with its investigations in Purchaser’s sole discretion. Purchaser shall restore any damage done to the Real Property Assets as a result of the inspections, investigations or testing conducted by Purchaser or the Access Parties. Further, Purchaser agrees to indemnify and hold Seller harmless from and against any liability, loss, claim, or damage resulting to Seller from Purchaser’s or the Access Parties’ physical inspections of and/or due diligence on the Real Property Assets.

**3.8** Termination. If any contingency contained in this Section 3 (collectively, the “**Initial Due Diligence Contingencies**”) has not been satisfied on or before the last day of the Initial Closing Inspection Period, then this Agreement may be terminated in its entirety or only with respect to a portion of the Purchased Assets, in Purchaser’s sole discretion, by written notice from Purchaser to Seller on or before the last day of the Initial Closing Inspection Period. Upon any termination of the entire Agreement, the Earnest Money, and any interest accrued thereon, shall be returned to Purchaser and upon return, neither party shall have any further rights or obligations regarding this Agreement except for obligations expressly stated to survive termination of the Agreement. In the event the Agreement is terminated with respect to only a portion of the Purchased Assets, the Agreement shall continue in full force and effect with respect to the remainder of the Purchased Assets without adjustment to the Purchase Price. The contingencies set forth in this Section 3 are specifically for the benefit of the Purchaser, and the Purchaser shall have the right to waive any contingency by written notice to Seller. Following Purchaser’s express waiver of the Initial Due Diligence Contingencies, should Purchaser fail to close on the acquisition of the Purchased Assets Purchaser has elected to acquire as part of the Initial Closing, other than Seller’s default or an event of casualty or condemnation in accordance with Section 6, the Earnest Money shall be nonrefundable. On or prior to the last day of the Initial Closing Inspection Period, Purchaser shall notify Seller in writing of the Service Contracts it wishes to assume, if any, which are expressly assignable (the “**Assumed Contracts**”), and Seller shall be responsible for terminating any other Service Contracts that are not included in the definition of Assumed Contracts prior to the Initial Closing. If Purchaser does not so notify Seller, there shall be no Assumed Contracts and all Service Contracts shall be terminated prior to the Initial Closing at Seller’s sole cost and expense.

**3.9.** Seller Cooperation. Seller shall cooperate with Purchaser’s efforts to obtain all consents and other approvals required by third parties to the transactions to be consummated at the Initial Closing, including without limitation the consent of WHEDA pursuant to Section 3.6 of this Agreement. The foregoing cooperation obligation shall include, without limitation, executing and delivering such documents and providing such information to such third parties as such third parties may reasonably request.

**3.10.** FOH Occupancy Agreement. During the Initial Closing Inspection Period, FOH and Purchaser shall cooperate to: (a) identify portions of Unit 3 which certain FOH employees will continue to occupy for a transition period of time to be agreed upon by FOH and Purchaser, rent free; and (b) agree upon a form of post-closing occupancy agreement spelling out any terms and conditions of such post-closing occupancy (the “**Post-Closing Occupancy Agreement**”).

**4.** Purchaser’s Second Closing Due Diligence Contingencies. The obligation of Purchaser to consummate the Second Closing under this Agreement is contingent upon each of the following:

**4.1** UCC Searches. Seller shall have delivered uniform commercial code searches for the State of Wisconsin Department of Financial Institutions confirming no liens are filed against the Cherry Court Interest.

**4.2** Property Disclosures. Seller shall have delivered copies of all environmental reports, prior title commitments or policies, surveys, environmental reports, and all other agreements, permits, licenses, reports, articles of organization, operating agreements, loan documents, and other diligence materials related to the real property owned by the Cherry Court Owner (the “*Cherry Court Property*”) and the Cherry Court Interest.

**4.3** Lender Approvals. Purchaser shall have obtained any and all approvals of any lenders to Cherry Court Owner of the transfer of the Cherry Court Interest.

**4.4** Investor Member Approvals. Purchaser shall have obtained any and all approvals of any investor member, special investor member, limited partner, special limited partner, or any other entity whose approval is necessary in connection therewith, to the transfer of the Cherry Court Interest.

**4.5** WHEDA Approval. Purchaser shall have obtained the approval of WHEDA to the transfer of the Cherry Court Interest.

**4.6** Access and Inspection. Purchaser shall have determined, within the earlier of: (a) the date of the last approval pursuant to Section 4.3, 4.4, and 4.5; and (b) the date the investor members of Cherry Court Owner exit or otherwise withdraw from Cherry Court Owner, the negotiation of which is ongoing currently (the time from the Effective Date through the later of 4.6(a) and 4.6(b) being the “*Second Closing Inspection Period*”), that it is satisfied with its receipt and review of the items set forth in this Section 4.

**4.7** Termination. If any contingency contained in this Section 4 (collectively the “*Second Closing Due Diligence Contingencies*”) has not been satisfied on or before the last day of the Second Closing Inspection Period, then this Agreement may be terminated in its entirety or only with respect to a portion of the Purchased Assets, in Purchaser’s sole discretion, by written notice from Purchaser to Seller on or before the last day of the Second Closing Inspection Period. Upon any termination of the entire Agreement, the Earnest Money, and any interest accrued thereon, shall be returned to Purchaser and upon return, neither party shall have any further rights or obligations regarding this Agreement except for obligations expressly stated to survive termination of the Agreement, provided that if the Initial Closing has occurred, no portion of the Earnest Money shall be so returned. In the event the Agreement is terminated with respect to only a portion of the Purchased Assets, the Agreement shall continue in full force and effect with respect to the remainder of the Purchased Assets without adjustment to the Purchase Price. The contingencies set forth in this Section 4 are specifically for the benefit of the Purchaser, and the Purchaser shall have the right to waive any contingency by written notice to Seller. Following Purchaser’s express waiver of the Second Closing Due Diligence Contingencies, should Purchaser fail to close on the acquisition of the Purchased Assets Purchaser has elected to acquire as part of the Second Closing, other than Seller’s default or an event of casualty or condemnation in accordance with Section 6, the Earnest Money shall be nonrefundable to the extent not previously applied to the Purchase Price.

**4.8** Seller Cooperation. Seller shall cooperate with Purchaser’s efforts to obtain all consents and other approvals required by third parties to the transactions to be consummated at the Second Closing, including without limitation the consent of WHEDA, lenders, investor members, and special investor members, pursuant to Sections 4.3 – 4.5 of this Agreement. The foregoing cooperation obligation shall include, without limitation, executing and delivering such documents and providing such information to such third parties as such third parties may reasonably request.

5. **Purchaser's Final Closing Due Diligence Contingencies**. The obligation of Purchaser to consummate Final Closing under this Agreement is contingent upon each of the following:

5.1 **Title**. Seller shall have delivered a title commitment for the real property owned by the Convent Hill Partnership (the "***Convent Hill Property***") to Purchaser, showing Convent Hill Partnership vested in fee simple title to the Convent Hill Property subject to no exceptions to title other than utilities easements and restrictive covenants which do not restrict the use of the Convent Hill Property for its intended use or materially impair the value of the Convent Hill Property.

5.2 **UCC Searches**. Seller shall have delivered uniform commercial code searches for the State of Wisconsin Department of Financial Institutions confirming no liens are filed against the Convent Hill Interest.

5.3 **Property Disclosures**. Seller shall have delivered copies of all environmental reports, prior title commitments or policies, surveys, environmental reports, and all other agreements, permits, licenses, reports, articles of organization, operating agreements, loan documents, including without limitation all documents evidencing the Assumed Loans and Assigned Loans, and other diligence materials related to the Convent Hill Property, Convent Hill Interest, Assigned Loans, and Assumed Loans.

5.4 **Lender Approvals**. Purchaser shall have obtained any and all approvals of any lenders, including without limitation AHP Lender and HUD, to the assignment of the Assigned Loans, assumption of the Assumed Loans, and transfer of the Convent Hill Interest.

5.5 **Investor Member Approvals**. Purchaser shall have obtained any and all approvals of any investor member, special investor member, limited partner, special limited partner, or any other entity whose approval is necessary in connection therewith, to the transfer of the Convent Hill Interest.

5.6 **WHEDA Approval**. Purchaser shall have obtained the approval of WHEDA to the to the transfer of the Convent Hill Interest.

5.7 **Access and Inspection**. Purchaser shall have determined, within the earlier of: (a) the date of the last approval pursuant to Section 5.4, 5.5, and 5.6; and (b) the date the investor members of Convent Hill Partnership exit or otherwise withdraw from Convent Hill Partnership, which is expected to occur on or about December 31, 2022 (the time from the Effective Date through the later of 5.7(a) and 5.7(b) being the "***Final Closing Inspection Period***"), that it is satisfied with its receipt and review of the items set forth in this Section 5, including without limitation any investigations performed pursuant to this Section 5.7. During the Final Closing Inspection Period, Seller shall allow Purchaser and the Access Parties access to the Convent Hill Property without charge and at all reasonable times for the purpose of Purchaser's investigation of the same, including at Purchaser's sole option and expense a Phase I environmental assessment. Purchaser shall have determined, on or before the expiration of the Final Closing Inspection Period, that it is satisfied with its investigations in Purchaser's sole discretion. Purchaser shall restore any damage done to the Convent Hill Property as a result of the inspections, investigations or testing conducted by Purchaser or the Access Parties. Further, Purchaser agrees to indemnify and hold Seller harmless from and against any liability, loss, claim, or damage resulting to Seller from Purchaser's or the Access Parties' physical inspections of and/or due diligence on the Convent Hill Property.

5.8 **Termination**. If any contingency contained in this Section 5 (collectively the "***Final Due Diligence Contingencies***") has not been satisfied on or before the last day of the Final Closing Inspection Period, then this Agreement may be terminated in its entirety or only with respect to a portion of the Purchased Assets, in Purchaser's sole discretion, by written notice from Purchaser to Seller on or before the last day of the Final Closing Inspection Period. Upon any termination of the

entire Agreement, the Earnest Money, and any interest accrued thereon, shall be returned to Purchaser and upon return, neither party shall have any further rights or obligations regarding this Agreement except for obligations expressly stated to survive termination of the Agreement, provided that if the Initial Closing has occurred, no portion of the Earnest Money shall be so returned. In the event the Agreement is terminated with respect to only a portion of the Purchased Assets, the Agreement shall continue in full force and effect with respect to the remainder of the Purchased Assets without adjustment to the Purchase Price. The contingencies set forth in this Section 5 are specifically for the benefit of the Purchaser, and the Purchaser shall have the right to waive any contingency by written notice to Seller. Following Purchaser's express waiver of the Final Due Diligence Contingencies, should Purchaser fail to close on the acquisition of the Purchased Assets Purchaser has elected to acquire as part of the Final Closing, other than Seller's default or an event of casualty or condemnation in accordance with Section 6, the Earnest Money shall be nonrefundable to the extent not previously applied to the Purchase Price.

**5.9 Seller Cooperation.** Seller shall cooperate with Purchaser's efforts to obtain all consents and other approvals required by third parties to the transactions to be consummated at the Final Closing, including without limitation the consent of WHEDA, AHP, HUD, investor members, and special investor members, pursuant to Sections 5.4 – 5.6 of this Agreement. The foregoing cooperation obligation shall include, without limitation, executing and delivering such documents and providing such information to such third parties as such third parties may reasonably request.

## **6. Casualty and Condemnation.**

**6.1 Casualty.** If prior to the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable, a material portion of the applicable Purchased Assets to be purchased or Convent Hill Property are destroyed by fire or other casualty (a "material portion" meaning that the cost to repair such portion of the Purchased Assets to be purchased or Convent Hill Property exceeds five percent (5%) of the Purchase Price), Purchaser shall have the option of (i) terminating this Agreement as to all or a portion of the Purchased Assets, with a full return of the Earnest Money if the Agreement is terminated with respect to all of the Purchased Assets, provided Purchaser gives Seller written notification of such intent to terminate within ten (10) days of the date Purchaser receives written notice from Seller of such casualty, or (ii) proceeding with Initial Closing, Second Closing, or Final Closing, as applicable, and having Seller assign to Purchaser any insurance claims, upon the written consent of the applicable insurer and/or Seller's lender, and the amount of any deductible shall be subtracted from the Purchase Price and Purchaser shall acquire the Purchased Assets to be purchased pursuant to this Agreement without any other reduction in the Purchase Price. In the event the applicable insurer or lender will not consent to the assignments of any insurance claim to Purchaser, Purchaser shall have the right to terminate this Agreement as to all or any of the Purchased Assets, upon written notice within ten (10) days of receipt of notice of such decision by such insurer or lender, in which case the Earnest Money shall be returned to Purchaser unless the Agreement remains in effect with respect to any Purchased Assets.

### **6.2 Condemnation.**

**6.2.1** In the event of the taking of a portion of the Real Property Assets or Convent Hill Property having a value of less than five percent (5%) of the aggregate value thereof, by eminent domain for any public or quasi-public use, or if notice of intent of a taking or a sale in lieu of taking is received by Seller or Purchaser, at or prior to the Initial Closing, Second Closing, or Final Closing, as applicable, Purchaser shall be required to proceed with Initial Closing, Second Closing, or Final Closing, as applicable, provided, however, Purchaser shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all of the proceeds attributable to any portion of the Purchased Assets to be purchased or with respect to the Convent Hill Property which are received by Seller.

**6.2.2** In the event that a portion of the Purchased Assets to be purchased or Convent Hill Property having a value of greater than five percent (5%) of the aggregate value thereof is so taken prior to Initial Closing, Second Closing, or Final Closing, as applicable, Purchaser shall have the right to terminate this Agreement as to all or any portion of the Purchased Assets by providing written notice of such election to terminate within ten (10) Business Days of receipt of notice of such threatened taking, in which case the Agreement shall terminate with respect to such Purchased Assets, except for the provisions expressly stated to survive termination, and the Earnest Money shall be returned to Purchaser if the Agreement is terminated with respect to all of the Purchased Assets. In the event Purchaser does not timely elect to terminate this Agreement, the parties shall proceed with Initial Closing or Final Closing, as applicable, in accordance with the terms of Section 6.2.1.

**7. Operation of Property.** From the Effective Date until the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable, (or earlier termination of this Agreement):

**7.1** Except as may otherwise be agreed in writing between FOH and Purchaser, Seller shall manage and operate the Purchased Assets, Chery Court Property, Carver Park Property, and Convent Hill Property in accordance with Seller's current business practices.

**7.2** Without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, Seller shall not sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the Purchased Assets or any interest therein.

**7.3** Except as otherwise provided herein, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, Seller shall not terminate (except for those contracts terminated as provided for in this Agreement), make any material modification or amendment to any Service Contract or enter into any new contract that will be binding on Purchaser after the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable, except: (i) in the case of an emergency as may be reasonably necessary to protect the health or safety of individuals or the preservation of the Purchased Assets; or (ii) new contracts which are terminable, without penalty, prior to the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable.

**7.4** Seller shall not perform any capital improvement work having a per-project cost in excess of \$10,000 on the Real Property Assets, which work will not be completed or paid for in full prior to the Initial Closing Date, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

**8. Seller's Representations and Warranties.** Each of FOH and Convent Hill GP jointly and severally represents and warrants to Purchaser, except as otherwise disclosed in the materials provided pursuant to Section 3.3, 3.4, 4.2, or 5.3 hereof, as a material inducement to Purchaser to enter into this Agreement and to purchase the Purchased Assets as follows, to the extent of their respective interests in the Purchased Assets:

**8.1** Seller is the owner of fee title to Real Property Assets and Personal Property.

**8.2** Each entity comprising Seller is duly organized and validly existing under the laws of the State of Wisconsin and has the authority to convey its interests in the Purchased Assets in accordance with the terms of this Agreement. This Agreement and all documents executed by Seller which are to be delivered to Purchaser on the respective Initial Closing Date, Second Closing Date, or Final Closing Date are or will be duly authorized, executed, and delivered by FOH or Convent Hill GP, as applicable.



**8.3** This Agreement constitutes a valid and binding agreement of the Seller, enforceable in accordance with its terms.

**8.4** Seller is not a Prohibited Person. As used herein, the term “*Prohibited Person*” shall mean: (i) a person or entity subject to the provisions of Executive Order 13224; (ii) a person or entity owned or controlled by, or acting for or on behalf of, an entity subject to the provisions of Executive Order 13224; (iii) a person or entity with whom Seller or Purchaser (as applicable) is prohibited from dealing by any of the Anti-Terrorism Laws; (iv) a person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control; or (v) a person or entity that is affiliated with a person or entity described in clauses (i) through (iv) of this definition, if an entity existing in the United States is prohibited from doing business with such affiliated person or entity.

**8.5** Seller, nor any of their affiliates, partners, members, or other owners, nor any of their respective employees, officers, directors, representatives, or agents, is nor will become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“*OFAC*”) or the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, executive order blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism), or other governmental action, and is not engaging and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

**8.6** Except for the rights of FOH set forth in the Post-Closing Occupancy Agreement, on the Initial Closing Date, there shall be no parties in possession of the Real Property Assets or any portion thereof, and there shall be no other rights of possession, use, or otherwise regarding any part of the Real Property Assets which have been granted to any person or entity.

**8.7** Seller has not actually received written notice within the past twelve (12) months of any unremedied violation of any applicable statutes, laws, ordinances, or codes (including, without limitation, all zoning, building, water disposal, health, fire and safety engineering codes, rental unit energy efficiency requirements, and the Americans with Disabilities Act (the “*ADA*”)) with regard to the Real Property Assets or Convent Hill Property.

**8.8** There are no attachments, executions, assignments for the benefit of creditors, receiverships, or voluntary or involuntary proceedings in bankruptcy, or pursuant to any other debtor relief laws, which have been (i) filed by Seller or Convent Hill Partnership, (ii) contemplated by Seller or Convent Hill Partnership, (iii) to Seller’s knowledge threatened against Seller or Convent Hill Partnership, or (iv) to Seller’s knowledge currently pending against Seller or Convent Hill Partnership in any judicial or administrative proceeding.

**8.9** There are no actions, suits, proceedings, or claims pending or, to the knowledge of Seller, threatened with respect to or in any manner affecting the Purchased Assets, Convent Hill Property, Seller, Convent Hill Partnership, or the ability of Seller to consummate the transactions contemplated by this Agreement.

**8.10** There are no unrecorded contracts or other agreements affecting the Real Property Assets other than the Service Contracts, copies of which Seller has provided to Purchaser.

**8.11** Seller has not entered into any contracts for the sale of any of the Purchased Assets or Convent Hill Property, other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal or first offer, options to purchase any of the Purchased Assets or Convent Hill Property or any other rights or agreements which may delay or prevent the transaction

contemplated by this Agreement. Seller has received no notice of and has no knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Real Property Assets or Convent Hill Property, nor has Seller agreed or committed to publicly dedicate any of the Real Property Assets or Convent Hill Property.

**8.12** FOH and Convent Hill GP are the sole owners of, and each has good and marketable title to, the respective Membership Interests as set forth herein, and as of the respective Initial Closing Date or Final Closing Date, conveys the Membership Interests free and clear of all options, liens, pledges, and encumbrances.

**8.13** Neither Seller has executed any prior assignment or pledge of the Membership Interests or of its rights to any profits or property of Carver Park, Convent Hill Partnership, or Cherry Court with respect to the Membership Interests.

**8.14** There is no outstanding warrant, option, subscription right, or other contract right that has not otherwise been waived by the parties holding same with respect to the Membership Interests, which would affect Seller's ability to transfer to Purchaser all right and title to the Membership Interests in the condition required pursuant to this Agreement.

**8.15** None of Convent Hill GP nor Convent Hill Partnership has any employees. To the extent FOH is a manager of any of Convent Hill GP, Convent Hill Partnership, Carver Park, Carver Park Owner, Cherry Court, or Cherry Court Owner, FOH shall resign as manager effective as of the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable.

**8.16** Convent Hill GP is not engaged in any other business other than ownership of its partnership interest in the Convent Hill Partnership.

**8.17** Except as otherwise set forth in this Section 8 or Section 7, Purchaser agrees to purchase the Purchased Assets "as is, where is", with all faults and conditions therein and/or thereon.

**8.18** Until the earlier of the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable, or the termination of this Agreement, Seller shall notify Purchaser in writing promptly upon learning or receiving notice of any event, transaction, or occurrence that could materially or adversely affect the Purchased Assets or the truth or accuracy of any of the above Seller representations and warranties. In the event that prior to Closing, Seller discloses any changes to the facts and circumstances pertaining to the representations and warranties, or if Purchaser becomes aware that any of the above Seller representations and warranties is inaccurate, incomplete, or incorrect or misleading, in the event that Purchaser elects to proceed with Initial Closing, Second Closing, or Final Closing, as applicable, Purchaser shall have no claim against Seller in connection with a breach of such representation or warranty and shall not look to Seller for any redress or relief thereof, notwithstanding anything in this Agreement to the contrary. If, subsequent to Initial Closing, Second Closing, or Final Closing, as applicable, Purchaser first becomes aware that any representation or warranty of Seller is inaccurate, incomplete, incorrect, or misleading, Purchaser must bring a claim against Seller for a breach of such representation or warranty within six (6) months of the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable. If Purchaser fails to bring a claim within such six (6) month period, Purchaser shall be deemed to have waived all claims against Seller pursuant to this Section 8.18 or otherwise in connection with any representation or warranty. The provisions of this Section 8.18 shall survive Closing.

**9. Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller, as a material inducement to Seller to enter into this Agreement and to sell the Purchased Assets, as follows:

**9.1** Purchaser is duly organized, validly existing, and current under the laws of the State of Wisconsin and has the authority to purchase and own the Purchased Assets. This Agreement and all documents executed by Purchaser which are to be delivered to Seller on the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable, are or will be duly authorized, executed, and delivered by Purchaser.

**9.2** This Agreement constitutes a valid and binding agreement of the Purchaser, enforceable in accordance with its terms.

**9.3** Purchaser is not a Prohibited Person.

**9.4** There are no actions, suits, proceedings, or claims pending or, to the knowledge of Purchaser, threatened with respect to the ability of Purchaser to consummate the transactions contemplated by this Agreement.

**9.5** Purchaser is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Purchaser's right to enter into and carry out this Agreement.

**9.6** Neither the execution of this Agreement nor the consummation of the transactions contemplated herein by Purchaser will constitute a breach under any contract or agreement to which Purchaser is a party or by which Purchaser is bound or affected.

**9.7** No consent or approval of any third party (including, without limitation any governmental authority) is or was required in connection with Purchaser's execution and delivery of this Agreement or its consummation of the transaction contemplated herein.

**9.8** Until the earlier of the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable, or the termination of this Agreement, Purchaser shall notify Seller in writing promptly upon learning or receiving notice of any event, transaction, or occurrence that could materially or adversely affect the truth or accuracy of any of the above Purchaser Representations and Warranties.

## **10. Closing; Closing Deliveries.**

### **10.1 Closing Conditions.**

**10.1.1 Seller's Closing Conditions.** Seller's obligation to proceed with Initial Closing, Second Closing, and Final Closing is conditioned upon: (i) on the Initial Closing Date, Second Closing Date, and Final Closing Date, as applicable, each of the representations and warranties of Purchaser in Section 9 shall be true and correct as if the same were made on the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable; and (ii) on the Initial Closing Date, Second Closing Date, and Final Closing Date, Purchaser shall have performed all of the obligations required to be performed by Purchaser under this Agreement as and when required pursuant to this Agreement. If any conditions in this Section 10.1.1 have not been satisfied on or before the applicable date set forth in this Section 10.1.1 with respect to each condition, then Seller may terminate this Agreement as to the Purchased Assets to be conveyed on such date by written notice to Purchaser on or before the applicable date, subject, however, to Section 12.2. The conditions in this Section 10.1.1 are specifically stated and for the sole benefit of Seller. Seller in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Purchaser.

**10.1.2 Purchaser's Closing Conditions.** Purchaser's obligation to proceed with Initial Closing, Second Closing, and Final Closing is conditioned upon: (i) on the Initial Closing Date, Second Closing Date, and Final Closing Date, as applicable, each of the representations and warranties of Seller in Section 8 shall be true and correct as if the same were made on the Initial Closing Date, Second Closing Date, or Final Closing Date, as applicable; and (ii) on the Initial Closing Date, Second Closing Date, and Final Closing Date, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement as and when required pursuant to this Agreement. If any conditions in this Section 10.1.2 have not been satisfied on or before the applicable date set forth in this Section 10.1.2 with respect to each condition, then Purchaser may terminate this Agreement as to the Purchased Assets to be conveyed on such date by written notice to Seller on or before the applicable date, subject, however, to Section 12.1. The conditions in this Section 10.1.2 are specifically stated and for the sole benefit of Purchaser. Purchaser in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller.

**10.2 Seller's Deliveries at Initial Closing.** On the Initial Closing Date, which shall occur no later than ten (10) days following the expiration of the Initial Closing Inspection Period, Seller shall deliver to Purchaser the following:

**10.2.1** Duly executed and acknowledged, recordable, warranty deeds (the "*Deeds*") conveying the Real Property Assets to Purchaser, free and clear of all liens and encumbrances except (i) municipal and zoning ordinances; (ii) recorded easements for the distribution of utility and municipal services; (iii) recorded building and use restrictions and covenants; (iv) general taxes for the Real Property Assets levied in the year of the Initial Closing Date which are not due and payable; and (v) matters shown on the title commitment delivered to Purchaser and accepted by Purchaser.

**10.2.2** Full possession of the Real Property Assets, subject to FOH's rights with respect to the Post-Closing Occupancy Agreement.

**10.2.3** FOH's counterpart signature to the Post-Closing Occupancy Agreement.

**10.2.4** Evidence of the termination of any Service Contracts identified by Purchaser to Seller in writing prior to the expiration of the Initial Closing Inspection Period to be terminated.

**10.2.5** Evidence that Seller has removed, or caused to be removed, from the Real Property Assets, the Excluded Items.

**10.2.6** A markup title commitment or proforma from Title Company to issue to Purchaser a current standard ALTA Owner's Policy of Title Insurance for the Real Property Assets based on the commitments delivered pursuant to Section 3.1 hereof, subject for avoidance of doubt to the Permitted Exceptions (the "*Title Policy*").

**10.2.7** Executed documents reasonably required by the Title Company to issue the Title Policy, including that which regard (i) parties in possession of the Real Property Assets or claims for mechanic's or construction liens or broker's liens, (ii) gap coverage, and (iii) exemption from the withholding requirements of Section 1445 of the Code.

**10.2.8** Any and all documents reasonably required by the Title Company authorizing and approving the sale of the Real Property Assets by FOH and authorizing the person signing all documents for and on behalf of FOH.

**10.2.9** A bill of sale in the form attached hereto as Exhibit A, transferring the Personal Property to Purchaser, and the respective Seller's execution of any title documents to any titled vehicles, machinery, or equipment which requires execution of a title document to transfer title thereto.

**10.2.10** An assignment and assumption of the Assumed Contracts, if any, Warranties, and Intangible Property, in a form mutually acceptable to Purchaser and FOH, transferring of all of FOH's right, title and interest in, and obligations under, the Assumed Contracts, Warranties, and Intangible Property, and shall deliver to Purchaser the originals of such items to the extent FOH possesses such originals.

**10.2.11** An assignment and assumption of the Carver Park Interest to Purchaser, in a form mutually acceptable to Purchaser and FOH, transferring all of FOH's right, title, and interests in the Carver Park Interest to Purchaser.

**10.2.12** Any documents reasonably necessary to obtain the WHEDA approval required pursuant to Section 3 of this Agreement.

**10.2.13** Any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the Initial Closing and to carry out the intent and purposes of this Agreement, including without limitation the a title company settlement statement setting forth the costs, charges, and proceeds for the Initial Closing.

**10.3** Seller's Deliveries at Second Closing. On the Second Closing Date, which shall occur no later than ten (10) days following the expiration of the Second Closing Inspection Period, FOH shall deliver to Purchaser the following:

**10.3.1** An assignment and assumption of the Cherry Court Interest to Purchaser, in a form mutually acceptable to Purchaser and FOH, transferring all of FOH's right, title, and interests in the Cherry Court Interest to Purchaser.

**10.3.2** Any documents reasonably necessary to obtain the approvals of WHEDA, lenders, or any investor member, special investor member, or other third party required pursuant to Section 4 of this Agreement.

**10.4** Seller's Deliveries at Final Closing. On the Final Closing Date, which shall occur no later than ten (10) days following the expiration of the Final Closing Inspection Period, Seller shall deliver to Purchaser the following:

**10.4.1** An assignment and assumption of the Convent Hill Interest to Purchaser, in a form mutually acceptable to Purchaser and Convent Hill GP, transferring all of Convent Hill GP's right, title, and interests in the Cherry Court Interest to Purchaser.

**10.4.2** Any documents reasonably necessary to obtain the approvals of WHEDA, AHP, HUD, or any investor member, special investor member, or other third party required pursuant to Section 5 of this Agreement.

**10.4.3** An assignment and assumption of the Assigned Loans and Assumed Loans, in a form mutually acceptable to Seller, HUD, and AHP, as applicable, transferring all of FOH's rights and obligations to the Assigned Loans and Assumed Loans to Purchaser.

**10.5** Purchaser's Deliveries at Initial Closing. On the Initial Closing Date, Purchaser shall deliver to Seller the following:

**10.5.1** The Purchase Price in cash or immediately available funds by certified check, cashier's check, or wire transfer to Seller.

**10.5.2** Counterpart signatures to any of the Seller's deliveries at Initial Closing set forth in Section 10.2 above.

**10.5.3** Any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete Initial Closing.

**10.6** Purchaser's Deliveries at Second Closing. On the Second Closing Date, Purchaser shall deliver to Seller the following:

**10.6.1** Counterpart signatures to any of the Seller's deliveries at Second Closing set forth in Section 10.3 above.

**10.6.2** Any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete Second Closing.

**10.7** Purchaser's Deliveries at Final Closing. On the Final Closing Date, Purchaser shall deliver to Seller the following:

**10.7.1** Counterpart signatures to any of the Seller's deliveries at Final Closing set forth in Section 10.4 above.

**10.7.2** Any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete Final Closing.

## **11. Prorations and Adjustments.**

**11.1** Taxes/Assessments. FOH shall promptly pay when due all real property taxes on the Real Property Assets for all years prior to the year of the Initial Closing Date. Real property taxes levied in the year of the Initial Closing Date shall be prorated on the Initial Closing Date based on the net general taxes for the then current year, if known, but otherwise on the basis of the net general taxes for the preceding year. On the Initial Closing Date, FOH shall pay the amount of all special assessments levied and assessed against the Real Property Assets prior to the Initial Closing Date, provided, however, that, if any such special assessments shall be payable in installments, FOH only shall be responsible for paying the portion of such assessments due and owing up to and including the Initial Closing Date.

**11.2** Service Contracts. Prepaid charges pertaining to periods after the Initial Closing Date, or any deposits or other credits, in connection with any Service Contracts that Purchaser elects to assume shall be credited to FOH. Accrued charges in connection with such Service Contracts pertaining to dates prior to the Initial Closing Date shall be credited to Purchaser.

**11.3** Closing Costs. FOH shall pay any and all recording fees for the Deeds; the Wisconsin real estate transfer tax; and the premium for the Title Policy. Purchaser and Seller shall each pay one half of any closing fees of the Title Company. All other transaction costs shall be allocated between FOH and Purchaser in the manner customary for transactions in the State, City, or County where the Property is located. Each party shall pay for its own attorneys' fees.

**11.4 Broker Fees.** Both Purchaser and Seller represent and warrant to the other that no party is entitled to claim a brokerage fee, commission, or finder's fee through the sale of the Purchased Assets hereunder or otherwise in connection with this Agreement. Seller and Purchaser shall indemnify, defend, and hold one another harmless from any other claims for fees, commissions, or finder's fees related to Initial Closing or Final Closing claimed by or through the indemnifying party.

## **12. Events of Default.**

**12.1 Seller Default.** If either Initial Closing or Final Closing does not occur by reason of a material default by Seller which continues for five (5) business days after written notice from Purchaser, and Purchaser is not then in default, then Purchaser shall be entitled, as its sole and exclusive remedy, to: (a) make demand against Seller for reimbursement for Purchaser's actual and reasonable, documented out of pocket costs in negotiating this Agreement and undertaking its due diligence, not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00), provided that such cap shall not apply if Seller's default is a result of Seller's bad faith refusal to sell the Purchased Assets to Purchaser, in which case Purchaser shall have all rights and remedies against Seller under law or in equity, and (b) to terminate this Agreement, in which event Purchaser shall receive the Earnest Money, whereupon neither of the parties hereto shall have any further rights or obligations hereunder except for obligations that specifically survive termination of this Agreement. No other remedy or relief shall be available to Purchaser, and Purchaser hereby waives all other remedies, including the right to sue Seller for damages other than as set forth in subsection (a) above.

**12.2 Purchaser Default.** If either Initial Closing, Second Closing, or Final Closing does not occur by reason of a material default of Purchaser's obligations under this Agreement for five (5) business days after written notice from Seller, and Seller is not then in default, then Seller shall have the right to terminate this Agreement, in which event Seller shall retain Earnest Money as liquidated damages as its sole and absolute remedy, and whereupon neither of the parties hereto shall have any further rights or obligations hereunder except for obligations that specifically survive the termination. Seller and Purchaser acknowledge that: (a) it would be impossible to accurately determine Seller's damages in the event of Purchaser's default and (b) the Earnest Money is fair and equitable under the circumstances. No other remedy or relief shall be available to Seller, and Seller hereby waives all other remedies, including the right to sue Purchaser for damages. Notwithstanding the foregoing to the contrary, in the event Borrower defaults in any obligation for which Purchaser has agreed to indemnify, defend, or hold harmless Seller, or following termination of this Agreement, Purchaser continues to violate any provision which survives termination of this Agreement, then in each case Seller shall be entitled to pursue all remedies at law or equity against Purchaser in connection with such default notwithstanding the foregoing limitations.

## **13. General Provisions.**

**13.1 Further Assurances.** Each party shall execute and deliver such further instruments of transfer and assignment and other documents and take such other actions as may reasonably be requested by such party in order to transfer to Purchaser title to the Property in accordance herewith and to consummate and implement the transactions contemplated hereby.

**13.2 Notices.** Any and all notices and other communications required or permitted hereunder shall be in writing and shall be delivered to the respective individual(s) designated below for the recipient thereof via United States Postal Service, hand delivery, or by reputable overnight courier service, in each instance postage prepaid, at the respective addresses provided:

If to Seller:

Friends of Housing

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

if to Purchaser:

Housing Authority of the City of Milwaukee  
Attn: Willie Hines, Jr.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices sent via hand delivery shall be deemed given upon delivery or refusal. Notices mailed as provided above shall be deemed given two (2) Business Days after the date of their deposit in the United States mail or, if sent via overnight delivery, one (1) Business Day after the date of deposit with the applicable courier. Notices delivered by electronic mail shall be deemed received the date sent. Any party hereto may change the individuals or addresses indicated above by giving notice of such change(s) to the other party(ies) hereto in accordance with the provisions of this Section.

**13.3** Successors. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and permitted assigns.

**13.4** Severability. In the event that any provision of this Agreement is later determined to be illegal, invalid, or unenforceable for any reason, such provision shall be deemed severed herefrom and such severance shall not affect the legality, validity, or enforceability of the other provisions herein.

**13.5** Waiver. The parties shall have the right to excuse or waive performance by the other party of any obligation under this Agreement. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by either party of any breach of this Agreement shall be considered a waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Agreement.

**13.6** Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which when taken together shall constitute one and the same document. Signatures delivered by facsimile and/or other electronic means (e.g., in ".pdf" format) shall be valid and binding as original signatures.

**13.7** Governing Law. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed, performed, and enforced in accordance with the laws of the State of Wisconsin.

**13.8** Neutral Construction. The language used in this Agreement shall be deemed to be the language chosen by all of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

**13.9** Assignment. Purchaser may assign this Agreement in whole or in part to a related, affiliated, or subsidiary entity without Seller's prior consent. Any such assignment shall be subject to the following conditions: (i) a copy of any assignment and assumption agreement shall be delivered to Seller no later than five (5) days prior to Initial Closing, Second Closing, or Final Closing, as applicable



(ii) the assignment shall not cause Seller to incur any additional expense, and (iii) no assignment shall release the Purchaser from its obligations hereunder.

**13.10 Contingencies.** Purchaser and Seller acknowledge that both Seller and Purchaser will expend material sums of money in reliance on the other party's obligations under this Agreement, in connection with negotiating and executing this Agreement, furnishing the Earnest Money, conducting the inspections contemplated by this Agreement, and preparing for Initial Closing, Second Closing, and Final Closing, and that Purchaser would not have executed the Agreement without the availability of the Initial Closing Inspection Period, Second Closing Inspection Period, Final Closing Inspection Period, and other contingencies and conditions contained herein. Purchaser and Seller, therefore, agree that adequate consideration exists to support each of the party's obligations under this Agreement, and Seller and Purchaser each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions or contingencies set forth herein are at Seller's or Purchaser's sole discretion or that any of the agreements contained herein are illusory. In furtherance of the foregoing, notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated, Seller shall receive One Hundred and No/100 Dollars (\$100.00) from the Earnest Money as additional independent consideration in support of this Agreement and foregoing contingencies.

**13.11 Deadlines; Business Days.** Time is of the essence under this Agreement. In computing any period of time described in this Agreement, if the last day of the designated period is a Saturday, Sunday, or legal holiday, the period shall run until the next day which is not a Saturday, Sunday, or legal holiday. All deadlines shall be as of 5:00 p.m. central time on the last day of such period. The term "***Business Day***" shall mean any day which is not a Saturday, Sunday, or legal holiday in Dane County, Wisconsin.

**13.12 Good Faith.** Each party to this Agreement agrees to use good faith, commercially reasonable efforts to perform all of its obligations under this Agreement and consummate the transactions which are the subject of this Agreement.

**13.13 Entire Agreement; Amendment.** With respect to the subject matter hereof, this Agreement, including the Exhibits hereto (which are hereby incorporated by reference and made a part hereof): (i) constitutes the entire agreement and understanding among the parties; and (ii) supersedes and replaces all other prior and contemporaneous agreements, understandings, representations, and warranties, oral or written, among the parties.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties have executed this Agreement as of the Effective Date set forth above.

**PURCHASER:**

HOUSING AUTHORITY OF THE CITY OF  
MILWAUKEE

By: \_\_\_\_\_  
Willie Hines, Jr., Acting Executive Director

**SELLER:**

**FOH:**

FRIENDS OF HOUSING CORPORATION

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

**CONVENT HILL GP:**

CONVENT HILL 202, INC.

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

## EXHIBIT A

### BILL OF SALE

**THIS BILL OF SALE** is made, executed and delivered as of this \_\_\_\_ day of \_\_\_\_\_, by **FRIENDS OF HOUSING CORPORATION**, a Wisconsin nonstock corporation (“**FOH**”), to the **HOUSING AUTHORITY OF THE CITY OF MILWAUKEE**, a public body corporate and politic organized under the laws of the State of Wisconsin as a municipal corporation (“**Purchaser**”).

#### RECITAL:

**A.** Purchaser, FOH, and Convent Hill 202, Inc. have entered into a Real Estate and Membership Interest Purchase Agreement, dated effective as of February \_\_, 2022 (the “**Purchase Agreement**”), pursuant to which FOH has agreed to sell the Personal Property, as defined in the Purchase Agreement, to Purchaser.

**NOW, THEREFORE**, for the good and valuable consideration given by Purchaser to FOH as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by FOH, FOH, by these presents, subject to the representations and warranties contained in the Purchase Agreement, does hereby grant, sell, convey, transfer, assign, set over, release, and confirm unto Purchaser, and its successors and assigns, all of FOH’s rights, title, and interest in and into the Personal Property, all as the same shall exist on the date hereof, TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

FOH hereby does represent to Purchaser that FOH is the lawful owner of such Personal Property, that such Personal Property is free and clear of all liens, charges and encumbrances, and that FOH has full right, power and authority to sell such Personal Property and make this Bill of Sale.

Purchaser acknowledges and agrees that (i) FOH is selling, and Purchaser is purchasing, the Personal Property on an “as is”, “where is” and “with all faults” basis, and (ii) except as otherwise expressly provided herein or in the Purchase Agreement, Purchaser has not relied and will not rely on, and FOH shall not be liable for or bound by, any representations or warranties of any kind or character whatsoever, express or implied, from FOH and/or any other person acting by, through or under FOH, as to any matters concerning the Personal Property, without limitation, any implied warranties of condition, merchantability or fitness for a particular purpose.

FOH, for itself and its successors and assigns, by this Bill of Sale, covenants and agrees that FOH and its successors and assigns shall do or cause to be done all such further acts and shall execute, acknowledge and deliver, or shall cause to be executed, acknowledged, and delivered any and all such further bills of sale, deeds, instruments, assignments, transfers, conveyances, powers of attorney, consents, assurances, and other documents and instruments as Purchaser may reasonably request to vest in Purchaser and its successors and assigns, good and marketable title to the Personal Property, free and clear of any and all encumbrances.

This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin applicable to agreements made and performed entirely within such state.

**IN WITNESS WHEREOF**, FOH has caused this Bill of Sale to be duly executed by its authorized representative on the day and year first above written.

**FOH:**

FRIENDS OF HOUSING CORPORATION

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

Name: \_\_\_\_\_

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