

EXHIBIT B

FINANCING AGREEMENT

THIS FINANCING AGREEMENT ("Agreement") is made as of December ____, 2009 by MALLORY PROPERTIES, LLC, a Wisconsin limited liability ("Mallory"), and RENAISSANT LAFAYETTE, LLC, a Wisconsin limited liability company ("Debtor").

RECITALS

A. Debtor is in the process of completing a two (2) tower, 20-story mixed-use development which includes two hundred eighty (280) residential condominium units (collectively, the "Residential Units"), four hundred fifty one (451) garage units and one (1) commercial unit (the "Project") (each residential unit, parking unit and commercial unit is a "Unit" and collectively the "Units"). Debtor owns all but ____ of the Units. The legal description for the Project, excluding the ____ Units not owned by Debtor, is attached to this Agreement as Exhibit A.

B. Amalgamated Bank, as Trustee of Longview Ultra Construction Loan Investment Fund ("Bank"), has previously made loans to Debtor in the approximate principal amount of \$100 million pursuant to a Promissory Note dated April 20, 2006 as executed by Debtor in favor of Bank, as amended by that certain Forbearance Agreement dated ____, 2009, as executed by Debtor in favor of Bank (the "Bank Loan"). The Bank Loan is secured by all or substantially all of Debtor's assets as of the Petition Date (the "Prepetition Collateral").

C. As of this date (the "Petition Date"), Debtor has filed for bankruptcy protection in the United States Bankruptcy Court for the Eastern District of Wisconsin (the "Court") under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Code"). The case is styled *In re Renaissance Lafayette, LLC*, Case No. ____ (the "Case").

D. Debtor has an immediate and continuing need to obtain the financing described in this Agreement, for the purposes and on the terms and conditions set forth in this Agreement, in order to permit, among other things, the orderly continuation of its business, to pay the Debtor's post petition operating expenses and certain other costs and expenses of administration, to complete construction punchlist items and to satisfy other working capital and operational needs.

E. Debtor is unable to obtain financing on more favorable terms from sources other than Mallory and is unable to obtain adequate unsecured credit allowable under Section 503(b)(1) of the Code as an administrative expense or unsecured credit without the enhanced priority afforded by Section 364(c)(1) of the Code. Debtor is also unable to obtain secured credit allowable under Sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Code without Debtor granting to Mallory the DIP Liens and the Superpriority Claims (each as defined below), subject to the Carve-Out (as defined below), under the terms and conditions set forth in this Agreement.

F. As a condition to any post petition lending, Debtor's use of the Prepetition Collateral and access to Cash Collateral, as defined below, are necessary to ensure that Debtor

has sufficient working capital and liquidity and can preserve and maintain the going concern value of Debtor's estate while it formulates its plan of reorganization.

G. Mallory has agreed to make post petition loans to Debtor in the maximum principal amount of \$7,500,000 pursuant to the provisions this Agreement (the "DIP Loan," as further defined below). The DIP Loan shall be secured by the DIP Liens, as described below.

H. This Agreement defines the relative rights and responsibilities of Bank and Mallory (together the "Lenders," each a "Lender") regarding the Cash Collateral, the Prepetition Collateral and the Post Petition Collateral and the priority of their respective loans and liens.

I. Debtor acknowledges that the terms of this Agreement are fair and reasonable, reflect Debtor's exercise of prudent business judgment consistent with its fiduciary duties and constitute reasonably equivalent value and fair consideration.

AGREEMENTS

In consideration of the foregoing recitals and for other value received, Mallory and Debtor agree as follows:

1. Court Approval. Mallory shall have no obligations under this Agreement, and none of the terms and conditions of this Agreement shall have any force or effect, without approval from the Court in the form of a written order acceptable to Mallory. Debtor shall seek such approval of this Agreement on an interim basis pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2) and 4001(d)(4) (such approval being the "Interim Order"). Mallory shall advance funds on an interim basis in the amount of \$250,000 (the "Interim Funding Amount"). The Interim Funding Amount is included within the DIP Obligations, as defined below. The Interim Funding Amount shall be for the purposes set forth on the Interim Budget attached as Exhibit B, including a commitment fee to Mallory equal to 2% of the Interim Funding Amount. Mallory shall have no obligation to advance funds that exceed the Interim Funding Amount until Debtor obtains a final order (the "Final DIP Financing Order") from the Court consistent with the terms of this Agreement and acceptable to Mallory. Any modification by the Court of the terms of this Agreement without Mallory's consent shall be cause for Mallory to rescind its agreement to these terms.

2. Definitions. In addition to terms and phrases defined elsewhere in this Agreement, the following terms and phrases shall have the following meanings:

2.1 "Budget" means the Interim Budget and the budget attached to this Agreement as Exhibit C as amended from time to time pursuant to the terms of this Agreement.

2.2 "DIP Documents" means (a) this Agreement, (b) the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement attached to this Agreement as Exhibit D (the "Mortgage"), and (c) the Disbursing Agreement attached to this Agreement as Exhibit E (subject to reasonable modifications due to negotiation with Escrow

Agent). The DIP Documents include all exhibits, schedules and other attachments to such documents.

2.3 "DIP Loan" means the loans from Mallory to Debtor pursuant to this Agreement, including all Advances (as defined in Section 4.1) to or for the benefit of Debtor.

2.4 "DIP Obligations" means all of Debtor's debts, obligations and liabilities to Mallory arising under or in connection with this Agreement and the DIP Documents.

2.5 "Escrow Agent" means _____ or another title insurance company acceptable to Mallory and Debtor.

2.6 "Event of Default" has the meaning given to it in Section 22.

2.7 "Cash Collateral" has the meaning described in Section 363(a) of the Code, and includes all of Debtor's cash, including without limitation, all cash and other amounts on deposit or maintained in any account or accounts by Debtor, and any amounts generated by the collection of accounts receivable, rental of Units, Net Sales Proceeds and other cash generated regardless of whether it results from the proceeds of the Prepetition Collateral.

2.8 "Gross Sales Proceeds" means the total sales price for a Unit less customary prorations required by the purchase contract, if any, for taxes and utilities.

2.9 "Net Cash Collateral" means all Cash Collateral other than Net Sales Proceeds payable to Bank pursuant to Section 9.

2.10 "Net Sales Proceeds" means the total purchase price for the sale of a Unit minus only (a) customary prorations required by the purchase contract, if any, for taxes and utilities, (b) title insurance premiums and fees paid to a third party title company, (c) real estate transfer taxes, (d) attorneys' fees not to exceed \$1,000 per unit (provided that such attorney and such compensation are approved by the Court) and (e) brokerage commissions which shall not exceed seven percent (7%) of the total sales price (provided, however the brokerage commission payable to U.S. Residential for up to ___ number of units shall not exceed seventeen percent (17%)). No brokerage commission or similar payment of any nature will be paid to Debtor or any other affiliated or related entity or any members, partner, shareholder, beneficial owner or officer of Debtor or other affiliated or related entities or the guarantors or Richard Borkowski, John Borkowski or Edward Borkowski.

2.11 "Post Petition Collateral" means all of Debtor's property and property rights, both real and personal, tangible and intangible, of whatever description and location, whether existing on the Petition Date or thereafter acquired, including without limitation all real property rights and interests in the Project and in any and all other real property; rights under Unit sale contracts, rights under leases and rights to rental income; receivables, accounts, claims, demands, causes of action, warranty rights, guaranty rights and other rights to payment or performance, liquidated or unliquidated, including without limitation all receivables from customers and third parties; notes and other obligations payable to the Debtor and all collateral

and security for any of the foregoing; instruments, chattel paper, contracts, purchase orders, sales orders, insurance policies, license agreements, leases, supply agreements, purchase orders and other agreements and all rights to refunds; inventory of whatever kind and at all locations, including, without limitation, finished goods, work in process and raw materials; equipment, all software embedded in equipment, vehicles, machinery, parts, components, projects in process, furniture, furnishings, fixtures and fixed assets; delivery, office and other supplies; general intangibles, licenses, trademarks, trade dress, associated goodwill, designs, computer controls, software, patents, copyrights, corporate names, sales and financial information, records, phone lines and numbers, marketing materials and lists of customers, suppliers, prices, vendors and sources; investment property, including all securities and other rights in other entities; letter of credit rights; records; all causes of action and the proceeds of any action under Sections 544, 545, 547, 548, 549, 550, 551 and 553 of the Code; and all other property.

2.12 “Request for Advance” means a request in a form required by Mallory, or acceptable to Mallory in its sole discretion, that is executed by Debtor and by which Debtor certifies, at a minimum, that (a) no uncured default, act or omission has occurred or is continuing which, with the giving of notice, passage of time or both, would constitute an Event of Default; (b) the proceeds of the requested Advance shall be used solely for the purposes indicated on an attached schedule, all of which are permitted under the terms of this Agreement; (c) except for changes that have been previously reported to and approved by Mallory or that are described on an attachment to request, the Budget remains accurate; and (d) all construction work performed to the date of the request has been performed in a good and workmanlike manner and in accordance with the plans for the Project.

3. Initial Advances After Final DIP Financing Order. Following entry of the Final DIP Financing Order and when and as Debtor submits to Mallory appropriate Requests for Advances pertaining to specific initial advances, Mallory shall advance to Debtor, and Debtor shall pay from the proceeds of the DIP Loan:

3.1 Three Million Six Hundred Thousand Dollars to reserve for the line items contained within the Draw Requests attached as Exhibit F (Draw Request ____ dated ____, 2009, Draw Request ____ dated ____, 2009, and Draw Request ____ dated ____, 2009 (“Reserve Fund”). In the event a court of competent jurisdiction determines that the trade creditors named in such draw requests are entitled to payment, pursuant to a mechanic’s lien prior and superior in right of payment to Bank’s mortgage and lien rights, then proceeds of the Reserve Fund shall be paid to such trade creditors in the amounts determined by the court and the remainder, if any, pursuant to a final order or settlement, shall be paid to Bank and applied to the Bank Loan. If and where applicable, the trade creditors shall deliver the appropriate final waivers of liens and claim settlements in exchange for and as a condition of receipt of such payment. If a final order of any such court determines that Bank’s mortgage and lien rights entitle it to payment from the Project and the proceeds and income from the Project prior to such trade creditors, then the Reserve Fund shall be paid to the Bank pursuant to the terms of such Order to the extent provided therein.

3.2 An amount to Bank of not more than \$1,400,000 to reduce the principal balance due to Bank under the Bank Loan, of which \$400,000 shall be paid upon entry of the Final DIP Financing Order and \$1,000,000 shall be paid upon the effective date of the Plan.

3.3 A final commitment fee to Mallory equal to the difference between \$200,000 (2% of the maximum amount of the DIP Loan) and the amount of the Interim Funding Amount.

3.4 Any amounts described in the Budget to be funded as of that date pursuant to the terms of this Agreement.

4. Advances and Use of Proceeds.

4.1 Debtor shall use Net Cash Collateral to pay all the costs and expenses of the Project set forth in the Budget. To the extent that Net Cash Collateral is insufficient to cover the costs and expenses set forth in the Budget, including the Operating Reserve of \$50,000, Mallory shall lend to Debtor pursuant to the terms of this Agreement, and subject to its limitations, sufficient funds to allow Debtor to pay the costs and expenses set forth in the Budget (each such loan being an "Advance" and all such loans being the "Advances").

4.2 The maximum principal balance of the DIP Loan (including the Initial Advance set forth in Section 3 above) shall not exceed \$ 7,500,000 at any time without further order of the Court and the consent of Mallory; provided, however, that the parties contemplate that the post-confirmation principal amount plus outstanding interest under a facility from Mallory approved under the Debtor's Plan (the "Exit Facility") shall be limited to a total outstanding balance of not more than \$12 million at any time. Mallory's obligation to make Advances is limited as set forth below. Mallory shall have no obligation to make Advances to Debtor in any monthly period that exceed (a) the aggregate expense amount described in the Budget for each monthly period less (b) Net Cash Collateral received by Debtor in the immediately preceding monthly period. Advances shall be tested as described below on a monthly basis.

4.3 Debtor shall use Cash Collateral and Advances only for the purposes described in the Budget and for the purposes specifically set forth in this Agreement. Debtor may borrow repay, and re-borrow from the DIP Loan for such purposes, provided that the principal balance of the DIP Loan shall not exceed \$7,500,000 at any time without further order of the Court and the consent of Mallory. and that the aggregate amount of all Advances under the Exit Facility (which shall replace and supersede the DIP Loan) shall not exceed \$18 million. Debtor and Mallory may amend the Budget without approval from the Court. Any such amendment shall be in writing, and no such amendment shall be effective unless signed and agreed to by both Debtor and Mallory (which agreement Mallory may withhold in its discretion). Unexpended expense dollars (other than those for professional fees, which are carried forward, expended and tested as described below) and contingency dollars unused in the month for they are budgeted shall carry forward to subsequent months as contingency funds. Certain categories of expenses might be higher than projected while other categories might be limited. Provided that, excluding professional fees for such computation, the aggregate monthly expenses do not exceed the limits described in the Budget, and that Debtor pays its obligations as they become due from such proceeds, Debtor may make reasonable adjustments among categories provided

that total disbursements during a month do not exceed the amount in the Budget without Mallory's prior consent, which Mallory may withhold in its reasonable discretion.

4.4 Notwithstanding anything in the DIP Documents to the contrary, no Advances, Cash Collateral, Prepetition Collateral, Post Petition Collateral or the Carve-Out, as described below, may be used to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any DIP Obligations, the DIP Liens or the terms and conditions of the DIP Documents, (b) assert any causes of action against Mallory or its agents, affiliates, subsidiaries, directors, members, managers, officers, representatives, attorneys or advisors, (c) prevent, hinder or otherwise delay Mallory's assertion, enforcement or realization on the Cash Collateral, the Prepetition Collateral or the Post Petition Collateral in accordance with the DIP Documents, or (d) seek to modify any of the rights granted to Mallory without Mallory's prior written consent. Notwithstanding any contrary provision of the DIP Documents, Debtor shall be authorized to withdraw funds from any account in which it deposits Advances only to fund expenses consistent with the DIP Documents or to the extent of, and with, Mallory's express consent; and all funds in such account shall be deemed Cash Collateral and under the control of Mallory whether or not in the possession or actual control of Mallory.

4.5 Prior to maturity of the DIP Obligations, whether by acceleration or otherwise, on the fifteenth (15th) day of each month, Net Cash Collateral shall be applied to the following items in the order stated and to the extent available: (a) all approved expenses in accordance with the Budget, (b) all out-of-pocket fees and expenses incurred by Mallory in the negotiation, administration and enforcement of the DIP Obligations and the DIP Liens and its participation in the Case, including without limitation reasonable attorneys' fees and costs, (c) interest due on the DIP Obligations, and (d) the balance, if any, 75% to Bank and applied to the Bank Loan and 25% to Mallory and applied to the DIP Loan. If Net Cash Collateral is insufficient to pay the items in the preceding sentence, Debtor shall prepare a Request for Advance which identifies those items that can be drawn from the DIP Loan in accordance with the Budget and submit the Request for Advance to Mallory. Mallory shall have ten (10) days to review and approve the Request for Advance and, if the Request for Advance is consistent with the terms of this Agreement, Mallory shall advance to the Escrow Agent those amounts which are identified in the approved Request for Advance. Escrow Agent shall have no obligation to make an Advance unless all requirements of the Disbursing Agreement have been satisfied. If and to the extent Net Cash Collateral and Advances available for the month are insufficient to pay the amounts described in (b) through (c) of this paragraph, then such amounts shall accrue.

4.6 Mallory may, but shall have no obligation to, directly advance or direct the Escrow Agent to release funds directly to taxing authorities, insurance companies and other intended recipients of the funds described in the Budget. Debtor irrevocably authorizes Mallory at any time or from time to time, upon notice to Debtor, to advance funds to Mallory for the purpose of paying any fees and costs then due Mallory. Direct advances by Mallory or the Escrow Agent shall reduce, on a dollar-for-dollar basis, the amount Mallory is obligated to advance.

4.7 On or before October 1 of each year during the term of this Agreement and any extension of this Agreement through Debtor's plan or otherwise, Debtor shall prepare

and deliver to Mallory a proposed budget for the following year. Within thirty (30) days after the receipt of the proposed budget by Mallory, Mallory shall make reasonable revisions to the proposed budget and the revised budget shall become the Budget for the following year.

5. Monthly Reporting.

5.1 At the time of each monthly Request for Advance, or if Debtor does not make a monthly Request for Advance for any reason, or before 12:00 noon central time on the second Wednesday of each month, Debtor shall provide to the Lenders, in a form reasonably acceptable to the Lenders, a report of (a) Debtor's Cash Collateral received and expenditures made during the preceding month, and (b) Debtor's projected Cash Collateral, Net Sales Proceeds and expenditures for the current month. The report shall reconcile all items to the Budget by line item and on a cumulative basis. Each Lender shall have the right to audit all or any part of the report. If the audit reveals material errors, discrepancies or omissions, Debtor shall reimburse the auditing Lender for its reasonable out-of-pocket costs of the audit; otherwise, such audit shall be at the expense of the auditing Lender. If a Lender determines the payment to such Lender from Cash Collateral was insufficient, then Debtor shall pay any such deficiency within five (5) days after written notice from a Lender.

5.2 Except for the line item(s) in the Budget for professional fees and expenses (which shall be tested as described below), the aggregate expenditures under the Budget will be tested monthly on a cumulative basis (i.e., the sum of all actual amounts expended for the current week and all previous weeks in the Budget cannot exceed the sum of all budgeted disbursements for such cumulative period). The aggregate disbursements for professional fees and expenses will be tested on a cumulative basis against the interim fee statements/applications filed by the respective professionals (i.e., the sum of all actual amounts expended for the period covered by the applicable fee application/statement cannot exceed the sum of all budgeted disbursements for professional fees and expenses for such covered period).

5.3 Mallory shall maintain a loan account for Debtor showing all Advances, all amounts received by Mallory on account of the DIP Loan and all fees, charges and expenses, including interest, properly chargeable to Debtor under this Agreement. Each month Mallory shall render to Debtor a statement of Debtor's loan account as of the last day of the preceding month, which statement shall be considered correct and accepted by Debtor and conclusively binding upon Debtor unless Debtor notifies Mallory to the contrary within 15 days from the mailing of said statement.

6. Promise to Pay and Interest. Pursuant to the terms of this Agreement, Debtor shall pay to Mallory, at the address for Mallory set forth in Section 34, the principal balance of the DIP Loan outstanding from time to time, all accrued interest payable in connection with the DIP Loan and all out-of-pocket fees and expenses incurred by Mallory in the negotiation, administration and enforcement of the DIP Obligations and the DIP Liens and its participation in the Case, including without limitation reasonable attorneys' fees and costs. All amounts disbursed by Mallory pursuant to this Agreement shall accrue interest at the annual rate of fifteen percent (15%) from the date disbursed by Mallory until repaid. Debtor shall pay interest in arrears on the outstanding balance disbursed on the tenth (10th) day of each month, commencing on January 10, 2010 from Net Cash Collateral. If Net Cash Collateral and the monthly amount in

the Budget allocated to interest to be paid to Mallory from the DIP Loan, if any, are insufficient to make such payments, then the amounts shall accrue. After plan confirmation, accrued interest and expenses shall reduce, until paid to Mallory, the aggregate amount of Advances available to be advanced to Debtor. Interest shall be computed on the basis of 30-day months and a 360-day year. Prior to maturity, whether as the result of an Event of Default or pursuant to Section 7, principal shall be repaid pursuant to Sections 4.5 and 9. The unpaid balance shall be due and payable at maturity, as described below. Upon and after the occurrence of an Event of Default or maturity of the DIP Loan, interest shall accrue on the entire unpaid balance of principal and interest outstanding and unpaid expenses payable to Mallory pursuant to the DIP Documents at the annual rate equal to eighteen percent (18%).

7. Maturity.

7.1 All of the DIP Obligations shall mature and be automatically due and payable on the earlier of (a) the occurrence of an Event of Default; (b) confirmation of a plan of reorganization pursuant to Section 1129 of the Code, unless the plan provides for satisfaction of the DIP Obligations on terms and conditions to which Mallory consents (in which instance, the DIP Obligations shall mature and be due and payable on the Ordinary Course Maturity Date); or (c) the "Ordinary Course Maturity Date." As used in this Agreement, the "Ordinary Course Maturity Date" means the earlier of December 31, 2014 or the date on which 70% of the total number of Residential Units are sold.

7.2 Mallory agrees to consent to a plan proposed or supported by Debtor provided that the plan is consistent with the terms and conditions of this Agreement and provides for payment in full of all obligations to Mallory on or before December 31, 2014, TIME BEING OF THE ESSENCE. Mallory will agree to extend its obligation to make Advances to Debtor post confirmation pursuant to the Exit Facility provided that (a) the total amount payable to Mallory shall not exceed \$12 million at any time, (b) Debtor shall only be allowed to repay and re-borrow on a revolving basis a total of \$8 million, (c) the terms and conditions of this Agreement are binding on Debtor post confirmation and (d) all pre and post confirmation Advances shall retain the priority described in this Agreement. Mallory shall have no obligation to consent to any plan that contains terms or conditions (i) by which Mallory would be bound or subject that are different from or in addition to those set forth in this Agreement or (ii) that otherwise impair or affect adversely, as determined by Mallory in its discretion, Mallory's collateral position. Mallory may impose other reasonable conditions for the post confirmation period, including title insurance at Debtor's cost that [1] insures Mallory, in the amount of the post confirmation loan, that the Mortgage is and remains a valid lien against the Project in accordance with and with the priority described in this Agreement; [2] deletes all standard exceptions of the title insurance commitment and is subject only to restrictions, encumbrances, easements and reservations acceptable to Mallory; [3] insures unconditionally against all possible contractor, laborer and material supplier lien claims; [4] insures unconditionally over all survey matters; and [5] contains a construction lien endorsement, a zoning endorsement, an ALTA Form 100 Comprehensive Endorsement (or another similar comprehensive endorsement acceptable to Mallory), an access endorsement, a location endorsement and such other endorsements as Mallory reasonably requires.

8. Prepayment. Debtor may prepay any portion of the DIP Obligations at anytime; however, any prepayment prior to December 31, 2011 shall be accompanied by interest on all amounts outstanding as of the prepayment date through December 31, 2011.

9. Net Sales Proceeds. Prior to maturity of the DIP Obligations, whether by acceleration or otherwise, Net Sales Proceeds shall be paid as follows:

9.1 The first \$20 million of Net Sales Proceeds shall be paid solely to Bank and applied to the Bank Loan.

9.2 After the above-described \$20 million has been paid to Bank, 75% of the Net Sales Proceeds from the sale of a Unit shall be paid to Bank on account of the Bank Loan and 25% shall be paid to Mallory on account of the DIP Loan; notwithstanding the foregoing, the allocation described herein may be revised by Mallory, with prior notice to Bank and Debtor, to ensure that the DIP Obligations will be fully repaid prior to the Ordinary Course Maturity Date.

Net Sales Proceeds shall be paid to the Lender or Lenders entitled to receive payment pursuant to this Section at the time of the closing of the sale of the Unit from which the Net Sales Proceeds are derived.

10. Sales and Leases of Units.

10.1 Debtor may enter into leases as landlord for tenant space, including residential leases for Units, in the Project provided such leases are (a) pursuant to a valid written lease, (b) for a period not to exceed two years and (c) made in the ordinary course of business. The phrase "in the ordinary course of business" means conduct that occurs before an Event of Default that is commercially reasonable, in accordance with customary leasing and property management practices in the community in which the Premises are located and intended to enhance the value of the Property, and as provided in the Budget.

10.2 Provided that no Event of Default has occurred, Debtor may sell Units, and Mallory will provide releases for each such sold Unit from all liens in favor of Mallory provided that, for each such Unit, (a) the release price is at least the amount specified for such Unit on the attached Exhibit G (or such other amount as Mallory agrees to in Mallory's sole discretion) and (b) prior to the sale of the Unit or at the time of the closing of the sale of the Unit, Debtor pays to Bank and Mallory the Net Sales Proceeds to which each is entitled pursuant to this Agreement. No Unit may be sold on land contract without Mallory's prior written consent, provided that rent-to-own and similar sales incentive programs shall not be considered land contracts if the agreement for the rental term satisfies the requirements of the preceding Section. If Debtor expects the Lenders to provide the release for a Unit at the time of any such closing, Debtor shall give the Lenders at least five business days' prior written notice of the closing, the Lenders shall deposit the release in a closing escrow and the escrow agent shall make the required payments before recording the release.

11. Real Estate Advisor. As soon as practicable following the entry of the Final DIP Financing Order, Debtor shall obtain an order of the Court authorizing the retention of a real estate brokerage company or similar professional acceptable to Mallory, on terms and conditions acceptable

to Mallory, to assist Debtor with the development and implementation of a sales and leasing program to market the Units for lease and sale. Debtor shall retain Renaissance Management Group, Inc. as the manager of the Project.

12. Assessments. To the extent not property of Debtor's estate, Debtor shall cause all assessments and similar amounts paid by the Unit owners in the Project other than the Debtor to be held in a separate account by the condominium association and applied in accordance with the condominium budget and documents.

13. Right of Access and Information. Debtor shall permit representatives, agents and employees of Mallory to have reasonable access to Debtor's premises, management and non-privileged records during normal business hours, and Debtor and its officers, directors, members and professionals shall cooperate and consult with, and provide to such persons all such non-privileged information as they may reasonably request.

14. Plan of Reorganization. Debtor shall file a plan of reorganization within 120 days after the Petition Date, and shall obtain confirmation of a plan of reorganization within 180 days after the Petition Date.

15. Superpriority Claims.

15.1 Pursuant to Section 364(c)(1) of the Code, all of the DIP Obligations shall constitute allowed claims against Debtor with priority over any and all administrative expenses, and all other claims against Debtor, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Code, and over any and all administrative expenses or other claims arising under Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Code (the "Superpriority Claims"), whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy or attachment. The allowed Superpriority Claims shall be payable from and have recourse to all pre and post-petition property of Debtor and all proceeds of such property, subject only to the payment of the Carve-Out.

15.2 As used in this Agreement, the "Carve-Out" means (a) all fees incurred prior to an Event of Default, required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under Section 1930(a) of Title 28 of the United States Code, and (b) to the extent, subject to and only up to the amounts set forth in the Budget, in the event of the occurrence and during the continuance of an Event of Default, the payment of allowed and unpaid post petition professional fees and disbursements of Debtor's counsel and other professionals retained by Debtor, and for allowed and unpaid post petition fees and expenses of counsel and professionals retained by an official creditors committee, if any ("Committee") (excluding any incurred and unpaid professional fees and expenses of counsel for Mallory or Bank); notwithstanding the foregoing or any other provision of this Agreement, no Carve-Out amounts shall be allowed to compensate Debtor's counsel or other professionals retained by Debtor to contest or to prepare to contest Mallory's assertion of an Event of Default or any remedies available to Mallory after an Event of Default unless the Court concludes that no Event of Default in fact occurred. Use of the Carve-Out is subject to Section 4.4. Nothing in this

Agreement shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in clauses (a) and (b).

15.3 The "Carve-Out Termination Date" means the earlier of: (a) five (5) days after the date Mallory provides written notice of an Event of Default to Debtor and sets a hearing on not less than five (5) days notice for cause shown, (b) the date specified for the effective date of a confirmed plan of reorganization or (c) the date 18 months after the Petition Date. On the Carve-Out Termination Date, Mallory shall fund into a segregated account for the sole purpose of satisfying the Carve-Out obligations an amount equal to the unfunded Carve-Out amounts through such date. After the Carve-Out Termination Date, proceeds of the DIP Loan shall only be used to pay Committee professionals and Debtor professionals for fees and expenses that (i) were incurred during the post petition period ending on the Carve-Out Termination Date; and (ii) did not exceed the applicable Carve-Out amount set forth above. The Carve-Out amounts shall be reduced dollar-for-dollar by the amount of any retainer balance held by such professionals as of the Petition Date and shall also be reduced dollar-for-dollar as fees are paid to such professionals.

16. Liens. As security for the DIP Obligations, effective and perfected upon the date of this Agreement and without the necessity of the execution and recording or filing of security agreements, mortgages, financing statements or other similar documents, the following security interests and liens are granted to Mallory, subject, only in the event of the occurrence and during the continuance of an Event of Default, to the Carve-Out as provided above (all such liens and security interests granted to Mallory, the "DIP Liens"):

16.1 Pursuant to Section 364(c)(2) of the Code, subject only to the Carve-Out, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all pre- and post petition real and personal property of Debtor and Debtor's estate, whether existing on the Petition Date or thereafter acquired, tangible or intangible, and all proceeds, products, rents, revenues and profits from such property, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens.

16.2 Pursuant to Section 364(d)(1) of the Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all Cash Collateral, Prepetition Collateral and Post Petition Collateral. Such security interests and liens shall be senior in all respects to all Prepetition Liens.

16.3 The DIP Liens shall not be (a) subject or subordinate to any lien or interest, including, without limitation (i) any lien or security interest that is avoided and preserved for the benefit of Debtor and their estates under Section 551 of the Code or (ii) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of Debtor, or (b) subordinated to or made *pari passu* with any other lien or security interest under Sections 105, 363, 364 or 510 of the Code or otherwise.

16.4 Notwithstanding Mallory's senior priming lien position, Bank shall be entitled to payments to the extent described elsewhere in this Agreement prior to maturity of the DIP Loan, whether by acceleration or otherwise.

17. Payments Held in Trust. If any Cash Collateral, Prepetition Collateral or Post Petition Collateral is received by a Lender, other than in accordance with the rights and priorities established by this Agreement, (a) the other Lender's portion of such cash or other property shall be delivered forthwith by the receiving Lender to the other Lender for application to Debtor's obligations to such other Lender, and (b) the receiving Lender shall promptly notify Debtor of such transfer of payment and Debtor shall make appropriate adjustment to its books and records necessary to reflect such transfer of payment and to reflect all payments to each Lender consistent with the requirements of this Agreement. Until so delivered, any such cash or property shall be held by the receiving Lender in trust for the other Lender and shall not be commingled with any other funds or property of the receiving Lender. If for any reason a Lender receives a payment other than in accordance with the rights and priorities established under this Agreement and such payment is not applied as provided in this Section, the receiving Lender shall pay the amount of the payment in cash to the Lender entitled to such payment.

18. Insurance. Debtor shall maintain at all times insurance policies as required by the Bank Loan. Mallory shall be and shall be deemed to be, without any further action or notice, named as an additional insured and, as applicable, loss payee/mortgagee on each insurance policy maintained by Debtor which in any way relates to the Prepetition Collateral or Post Petition Collateral.

19. Guaranties. Warren Barr and James Carroll (each a "Guarantor" and collectively the "Guarantors") shall, at all times, personally guaranty the payment of the DIP Loan and the performance of all terms and conditions of the DIP Loan. As a condition to the DIP Loan, the Guarantors will execute unconditional continuing guaranties in the form customarily required by Mallory.

20. Perfection of DIP Liens.

20.1 Mallory is authorized, but not required, to file or record financing statements, mortgages, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to it under this Agreement. Whether or not Mallory records or files such instruments or otherwise confirms perfection of the liens and security interests granted to it, such liens and security interests shall be deemed valid, duly perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of the Final DIP Financing Order.

20.2 Mallory may file or record a certified copy of the Interim Order and/or the DIP Final Order in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing and recording offices are authorized to accept such certified copies for filing and recording without the imposition of any stamp, intangibles recording or similar tax in accordance with the provisions of Section 1146 of the Code.

20.3 Debtor shall execute and deliver to Mallory all agreements, financing statements, mortgages, instruments and other documents as Mallory reasonably requests to

provide evidence for, confirm, validate or perfect the DIP Liens granted pursuant to this Agreement.

21. Preservation of Rights.

21.1 Unless and until all DIP Obligations are fully satisfied, Debtor shall not seek, without the written consent of Mallory (and no such consent shall be implied by any other action, inaction or acquiescence by Mallory), (a) any modification of the Final DIP Financing Order, (b) any order authorizing additional or different debtor-in-possession financing in the Case, or (c) an order dismissing the Case. If an order dismissing the Case under Section 1112 of the Code or otherwise is at any time entered, then such order shall provide (in accordance with Sections 105 and 349 of the Code) that (i) the DIP Liens and Superpriority Claims granted to Mallory shall continue in full force and effect and shall maintain their priorities until all DIP Obligations shall have been paid and satisfied in full (and that such Superpriority Claims and DIP Liens shall, notwithstanding such dismissal, remain binding on all parties in interest) and (ii) the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (i). Without the express written consent of Mallory, if at any time prior to the repayment in full of all obligations arising under the DIP Loan, including subsequent to the confirmation of any plan in these cases, Debtor, any trustee, any examiner with enlarged powers or any responsible officer subsequently appointed, shall obtain credit or incur debt pursuant to Section 364(b), 364(c) or 364(d) of the Code or if any of them or Bank shall receive proceeds (other than as expressly provided in this Agreement) from a sale of Prepetition Collateral or Post Petition Collateral pursuant to Section 363(b) of the Code, then all of the cash proceeds derived from such credit, debt or sale shall immediately be turned over to Mallory for the application to the DIP Loan in accordance with the DIP Documents.

21.2 If any or all of the provisions of the then current financing order (either the Interim Order or the Final DIP Financing Order) are later reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (a) the validity of any DIP Obligations incurred prior to the actual receipt of written notice by Mallory of the effective date of such reversal, modification, vacation or stay or (b) the validity or enforceability of any lien (including the DIP Lien) or priority (including the Superpriority Claims) created by this Agreement. Notwithstanding any such reversal, modification, vacation or stay, any use of Cash Collateral or DIP Obligations incurred by Debtor prior to the actual receipt by Mallory of written notice of such reversal, modification, vacation or stay shall be governed in all respects by the provisions of the Court's order prior to such reversal, modification, vacation or stay, and Mallory shall be entitled to all the rights, remedies, privileges and benefits granted in Section 364(e) of the Code, such original order and the DIP Documents.

21.3 The DIP Documents, the DIP Liens, the Superpriority Claims and all other rights and remedies of Mallory granted or approved by the Court shall survive, and shall not be modified, impaired or discharged by (a) the entry of an order converting the Case to a case under Chapter 7 of the Code, dismissing the Case or by any other act or omission, or (b) the entry of an order confirming a plan of reorganization and, pursuant to Section 1141(d)(4) of the Code, the Debtor has waived any discharge as to any remaining DIP Obligations. The terms and provisions

of the Final DIP Financing Order and this Agreement shall continue in the Case or in any superseding cases under Chapter 7 of the Code, and the DIP Obligations and all other rights and remedies of Mallory granted or approved by the provisions of the Final DIP Financing Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are fully satisfied.

22. Events of Default. As used in this Agreement, any one or more of the following shall constitute an "Event of Default" unless expressly consented to by Mallory, which consent Mallory may withhold in its sole and absolute discretion (in addition to Events of Default defined elsewhere in this Agreement):

22.1 Any payment required to be made to Mallory under this Agreement is not made when due, TIME BEING OF THE ESSENCE.

22.2 The entry of any order granting relief from the automatic stay provisions of Section 362 of the Code allowing any creditor or party in interest, including, without limitation, Bank, to foreclose or exercise any other enforcement rights against all or any part of the Project.

22.3 Debtor seeks or the Court enters (a) any order amending, supplementing, staying, vacating or otherwise modifying this Agreement, the other DIP Documents, the Interim Order or the Final DIP Financing Order, in each case without the consent of Mallory, or the filing of a motion for reconsideration with respect to the Interim Order or the Final DIP Financing Order, or (b) any order dismissing the Case.

22.4 The Case is converted to proceedings under Chapter 7 of the Code.

22.5 Debtor seeks or the Court enters any order allowing the consolidation or merger of Debtor with any other entity.

22.6 Debtor, any trustee, any examiner with enlarged powers or any responsible officer subsequently appointed, seeks to obtain or obtains credit or seeks to incur or incurs debt pursuant to Section 364(b), 364(c) or 364(d) of the Code or if any of them or Bank shall receive proceeds (other than as expressly provided in this Agreement or unless such proceeds are paid to Mallory to the extent required under this Agreement within five business days of written notice from Mallory) from a sale of Prepetition Collateral or Post Petition Collateral pursuant to Section 363(b) of the Code.

22.7 Any superpriority administrative expense claim is permitted except as specifically permitted by Mallory.

22.8 Debtor fails to file a plan of reorganization or disclosure statement within the time periods required by the Court, Debtor proposes or supports a plan of reorganization or any amendment to a plan of reorganization that treats Mallory in a manner inconsistent with the terms set forth above or that otherwise is not approved by Mallory, or Mallory is treated under any confirmed plan of reorganization in a manner inconsistent with the terms set forth above or in a manner that is otherwise not approved by Mallory.

22.9 Debtor institutes any proceeding or investigation or supports any such proceeding or investigation by any other person who challenges the status and/or validity of the DIP Liens or any other liens granted in favor of Mallory.

22.10 Debtor uses Cash Collateral or Advances in a manner that violates Section 4.4 or for any purpose other than those set forth in the Budget or Debtor otherwise fails to observe or perform or breaches any of the covenants or agreements contained in this Agreement concerning the use of Cash Collateral or the DIP Loan.

22.11 The DIP Loan is fully disbursed to Debtor and Mallory determines, in its reasonable discretion, that Debtor will not generate sufficient Net Cash Collateral to satisfy its future obligations.

22.12 Except as specifically provided in this Agreement, including without limitation, Unit sales and leasing, or as otherwise expressly agreed to by Mallory in writing, all or any part of the Project is conveyed, leased, assigned, encumbered or otherwise disposed of or transferred, directly or indirectly, whether legal or equitable and whether voluntary or involuntary.

22.13 Debtor makes investments except as specifically permitted by Mallory or declares or pays dividends or make any distributions to members or pays amounts with respect to subordinated indebtedness or any other prepetition indebtedness except to Bank in accordance with this Agreement or as otherwise expressly permitted in writing by Mallory.

22.14 Debtor seeks to stay or opposes the relief provided in Section 23 (other than a good faith objection to Mallory's assertion that an Event of Default has occurred).

22.15 Debtor makes a material representation or warranty to Mallory in this Agreement, or elsewhere in the DIP Documents, which is false or misleading in any material respect when made, or any material representation or warranty made to Mallory prior to or contemporaneously with the execution and delivery of this Mortgage proves untrue or misleading in any material respect.

22.16 Debtor fails to observe or perform or breaches any of the material covenants or agreements contained in this Agreement or any other of the DIP Documents and such failure or breach remains uncured for 10 days after written notice to Debtor.

22.17 A default by Debtor, as landlord, under any lease for a Unit or all or any other part of the Project which is not cured within 30 days after written notice from Mallory to Debtor.

22.18 Any Hazardous Substances, other than Permitted Substances (each as defined in the Mortgage), are found at any time to exist on or under the Project or in its soil or groundwater and Debtor fails to commence and diligently pursue such actions as are necessary to remove such Hazardous Substances from the Property in a manner allowed by law.

22.20 Any summons, citation, directive, letter or other communication, written or oral, shall be issued by any federal, state or local governmental authority concerning any Hazardous Substance or any other matter relating to the condition of the Property and Debtor

fails to cure the cause of such communication during any cure period described in such communication.

22.21 Any failure to satisfy the DIP Obligations in full upon maturity, as described in Section 7.

23. Relief; Remedies.

23.1 The automatic stay provisions of Section 362 of the Code are vacated and modified to the extent necessary to permit Mallory to exercise, after the occurrence of an Event of Default, all rights and remedies against the Prepetition Collateral and Post Petition Collateral provided for under state law and in the DIP Documents (including, without limitation, the right to foreclose on or otherwise sell the Prepetition Collateral and Post Petition Collateral). Prior to exercising such rights, Mallory shall provide an affidavit of an authorized representative of Mallory attesting to the Event of Default, together with an order consistent with this Section. Mallory shall serve a copy of such affidavit and order, and all other accompanying papers, on Debtor, Bank, counsel for the Committee, if any, and the Office of the United States Trustee. Unless within five business days of service of such papers, a party in interest files with the Court an objection to the entry of such order, the Court shall execute and enter such order. In any hearing regarding any exercise of rights or remedies, the only issue that may be raised by any party in opposition shall be whether, in fact, an Event of Default has occurred and is continuing, and Debtor waives its rights to seek any relief other than a determination whether an Event of Default has occurred and is continuing, including, without limitation, relief under Section 105 of the Code.

23.2 After entry of the order described in the preceding paragraph, Mallory shall be entitled to exercise all rights and remedies against the Prepetition Collateral and Post Petition Collateral provided for under applicable law and in the DIP Documents.

24. Section 364(e) of the Code. The terms and provisions of this Agreement and the use of Cash Collateral have been negotiated in good faith between Debtor and Mallory, and the DIP Obligations shall be deemed to have been extended by Mallory in good faith as that term is used in Section 364(e) of the Code and in express reliance upon the protections offered by Section 364(e) of the Code, and shall be entitled to the full protection of Section 364(e) of the Code in the event that this Agreement or all or an provision of any order approving this Agreement (the Interim Order or the Final DIP Financing Order) is vacated, reversed or modified, on appeal or otherwise.

25. Waiver of Marshaling. Mallory shall not for any reason be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Prepetition Collateral and Post Petition Collateral or any property or assets of any guarantor of all of any part of the DIP Obligations or to resort to any of the property or assets of Debtor in any particular order or manner. Moreover, Mallory shall not, for any reason be required to enforce any guaranty or security interest or lien given by any person or entity other than Debtor to secure payment of the DIP Obligations as a condition precedent or concurrent to taking any action against or with respect to the Prepetition Collateral or Post Petition Collateral.

26. Payment Rights.

26.1 No obligation, payment, transfer or grant of security under or in accordance with this Agreement, the Interim Order or the Final DIP Financing Order shall be stayed, restrained, voidable, avoidable or recoverable under the Code or under any applicable law (including without limitation, under Sections 502(d) or Section 548 of the Code or under any applicable state fraudulent transfer or fraudulent conveyance law or similar statute or common law), or subject to any defense, reduction, setoff, recoupment or counterclaim.

26.2 All payments and proceeds remitted to Mallory pursuant to the provisions of this Agreement, the Interim Order, the Final DIP Financing Order or any other order of the Court shall be received free and clear of any claim, charge, assessment or other liability including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, Sections 506(c) (whether asserted or assessed by, through or on behalf of Debtor) or 552(b) of the Code.

27. Limitation on Charging Expenses Against Collateral. Except to the extent of the Carve-Out, no expenses of administration of the Case or any future proceeding that may result from the Case (including liquidation in bankruptcy, the commencement of any action adverse to Mallory or its rights under this Agreement, the Interim Order or the Final DIP Financing Order or under any other order, or other proceedings under the Code) shall be charged against or recovered from the Prepetition Collateral or Post Petition Collateral pursuant to Section 506(c) of the Code or any similar principle of law, without the prior written consent of Mallory, and no such consent shall be implied from any other action, inaction or acquiescence by Mallory.

28. Acts of Mallory. Mallory assumes no liability or responsibility for (a) construction of improvements, (b) interpretation of any contract related to the Project, or (c) for any other acts on the part of Debtor or its agents to be performed in connection with the Project or the Case. Mallory's extension of credit to Debtor or any of Mallory's acts or omissions under this Agreement, or any combination of such acts or omissions, shall not be deemed to constitute supervision or control of the construction or anything other than Mallory's exercise of Mallory's rights as a mortgagee.

29. Indemnification. Debtor shall indemnify Mallory and its officers, directors, employees, affiliates, agents, attorneys, financial advisors, and controlling persons and hold them harmless from and against all costs, expenses (including fees, disbursements and other charges of counsel) and liabilities of any such indemnified person arising out of or relating to any claim arising out of or relating to any claim or litigation or other proceedings (regardless of whether any such indemnified person is a party to any such claim, litigation or proceeding), that relate to the DIP Loan; provided that no indemnified party will be indemnified for its gross negligence or willful misconduct. The scope of such indemnification will be at least as broad as that provided in the documentation for the Bank Loan. Debtor's obligations under this indemnification shall be part of the Superpriority Claim and shall be secured by the DIP Liens.

30. No Waiver. Mallory's failure to seek relief or otherwise exercise its rights and remedies under the DIP Documents, the Interim Order, the Final DIP Financing Order or any other order of the Court or applicable law shall not constitute a waiver of any such rights or remedies. No waiver shall be effective unless expressly agreed to in writing by Mallory.

31. Integration; Interpretation. This Agreement and the other DIP Documents contain the entire agreement among Debtor and Mallory. All agreements and understandings among Debtor and Mallory are integrated into this Agreement and the other DIP Documents. No prior written or oral agreements or understandings shall have any force or effect unless specifically set forth in this Agreement or one of the other DIP Documents. This Agreement and the other DIP Documents are the result of negotiation between the parties, and Debtor and Mallory agree that they shall not be construed against the purported or actual drafting party.

32. Binding Effect; Successors and Assigns. The DIP Documents shall be binding upon all parties in interest in the Case, including, without limitation, Mallory, Bank, Debtor, any Committee and their respective successors and assigns (including any Chapter 7 or Chapter 11 trustee appointed or elected at any time for Debtor's estate, an examiner appointed pursuant to Section 1104 of the Code, or any other fiduciary appointed at any time as a legal representative of Debtor or with respect to the property of the estate of Debtor), and shall inure to the benefit Mallory, Debtor and each of their respective successors and assigns; provided, however, that Mallory shall have no obligation to extend any financing to any Chapter 7 or Chapter 11 trustee or similar responsible person appointed for Debtor's estate or to any assignee of Debtor unless expressly approved by Mallory.

33. Limitation of Liability. In determining to make any loan or in exercising any rights or remedies as and when permitted pursuant to the DIP Documents, Mallory shall not be deemed to be in control of the operations of Debtor or to be acting as a "responsible person" or "owner or operator" with respect to Debtor's operation or management (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. § 9601 et seq., as amended, or any similar federal or state statute). Further, nothing shall in any way be construed or interpreted to impose or allow the imposition, upon Mallory, of any liability for any claims arising from the prepetition or post-petition activities by Debtor and its affiliates (as defined in Section 101(2) of the Code) in the operation of its business or in connection with its restructuring efforts.

34. Notices. All communications, instructions or notices required or permitted by this Agreement, unless otherwise particularly specified in this Agreement, shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer or member of Debtor or Mallory or when sent by first-class mail (postage prepaid, return receipt requested) or by Federal Express or some similar commercial delivery system addressed as follows, unless and until a party notifies the other party in accordance with this Section of a change of address:

If to Mallory:

Mallory Properties, LLC
Attn: Frank Giuffre
445 West Oklahoma Avenue
Milwaukee, Wisconsin 53207

With a Copy to:

Thomas P. DeMuth
Mallery & Zimmerman, S.C.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

If to Debtor:

Renaissant Lafayette, LLC
c/o Renaissant Management Group, Inc.
Attn: Warren Barr
2215 South York Road, Suite 302
Oak Brook, Illinois 60523

With Copy to:

Meltzer Purtil & Stelle, LLC
300 South Wacker Drive, Suite 3500
Chicago, Illinois 60606
Attn: Forrest Lammiman

35. Governing Law. Except to the extent governed by the Code, this Agreement shall be governed by the internal laws of the State of Wisconsin. Prior to the effective date of any plan of reorganization, all disputes between Debtor and Mallory shall be heard by the Court.

Dated as of the date first set forth above.

MALLORY PROPERTIES, LLC

By: Giuffre XXII, LLC, Member

By: _____

Frank Giuffre
Member

RENAISSANT LAFAYETTE, LLC

By: Renaissance Management, Inc., Manager

By: _____

Warren Barr
President

Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Interim Budget
- Exhibit C – Budget
- Exhibit D – Mortgage
- Exhibit E – Disbursing Agreement
- Exhibit F – Draw Requests
- Exhibit G – Release Prices