

AMENDED & RESTATED PROMISSORY NOTE

\$667,154.90

December 13, 2018

The undersigned, Jewish Burial Association of Madison, Inc., a Wisconsin nonstock corporation (the "Borrower"), promises to pay to Irwin A. and Robert D. Goodman Foundation, Inc., a Wisconsin nonstock corporation (the "Lender"), the sum of Six Hundred Sixty-seven Thousand One Hundred Fifty-four and 90/100 Dollars (\$667,154.90) (the "Loan Amount"). This Amended & Restated Promissory Note replaces that certain Promissory Note dated October 12, 2018 by the Borrower in favor of the Lender in the amount of \$116,354.90 (the "Original Note"). As of the date hereof, the outstanding principal balance of the Original Note is \$116,354.90. The Lender will disburse \$550,800.00 to the Borrower on the date hereof; the balance of the Loan Amount has already been disbursed to the Borrower.

This Note shall bear interest on the outstanding principal balance at the rate of 0% per annum. The outstanding balance of principal and accrued and unpaid interest shall be paid in its entirety on the four year anniversary of the date hereof (the "Maturity Date"), if not sooner paid.

The Borrower shall use the Loan Amount to acquire an additional 864 burial rights within Sunset Memory Gardens in Madison, Wisconsin to complete the acquisition of plots for Beit Olamim. The Loan Amount includes proceeds that were used to repay (i) a previously-existing loan in the amount of \$35,500.00 by the Borrower in favor of a third party; (ii) a previously-existing loan in the amount of \$66,093.75 by the Borrower in favor of a third party; and (iii) a previously-existing loan in the amount of \$30,000.00 by the Borrower in favor of a third party. For the avoidance of doubt, the previously-existing loans referenced in (i) and (ii) above were discounted by 15% since the respective third party was repaid by the Borrower on or before October 15, 2018.

The Borrower shall be deemed to have breached the terms and conditions of this Note if: (a) the Borrower fails to provide monthly financial statements by the 20th day of the following calendar month, and Borrower fails to cure such breach within five (5) days after written notice thereof; or (b) the Borrower fails to provide to Lender semi-annual reports of capital contributions and summary of plot sales on or before June 30 and December 31 of each year, and Borrower fails to cure such breach within fifteen (15) days after written notice thereof; or (c) the Borrower fails to use the Loan Amount in accordance with the foregoing paragraph.

Commencing March 31, 2019, the Borrower shall make quarterly payments of \$41,697.18 each March 31, June 30, September 30, and December 31, subject to Available Cash Flow (as defined below). In the event Available Cash Flow is not sufficient to make the quarterly payment referenced above, the unpaid portion of the quarterly payment shall be payable upon the next quarterly payment date, subject to Available Cash Flow. For example, if the Borrower makes a payment of \$31,697.18 on March 31, 2019, the balance of \$10,000.00 shall be payable on the next quarterly payment date of June 30, 2019. If there is sufficient

Available Cash Flow, the Borrower's payment on June 30, 2019 shall be \$51,697.18 (being the sum of the carried-forward balance of \$10,000.00 and the quarterly installment of \$41,697.18). All payments shall be applied to principal.

"Available Cash Flow" shall mean 75% of net sales proceeds on plots for sales completed during the Measuring Quarter (as defined below), plus 75% of cash or cash equivalent donated to the Borrower during the Measuring Quarter. The Measuring Quarter shall mean (i) the date hereof until March 31, 2019; (ii) from the day after each quarterly payment date to the next quarterly payment date; and (iii) from October 1, 2022 until the Maturity Date. In any event, the Borrower shall repay any outstanding amounts on the four-year anniversary of the date hereof, regardless of Available Cash Flow.

The Borrower waives presentment for payment, notice of dishonor, presentment, notice of protest, protest and all diligence of collection.

All payments shall be made in immediately available funds, at the principal office of the Lender in Wisconsin. The holder of this Note may, from time to time, designate in writing such other place of payment as it may select.

This Note is unsecured.

This Note, including the entire balance or principal and delinquency charges, shall become immediately due and payable to the Lender upon 60 days written notice after the violation by the Borrower of the terms and conditions set forth herein after the expiration of any applicable notice, cure, or grace periods.

This Note may be prepaid in whole or in part at any time without notice or penalty.

The Lender acknowledges the Original Note has been marked "CANCELLED" or has been shredded as of the execution and delivery of this Note.

[Signature on next page]

This Note shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

JEWISH BURIAL ASSOCIATION OF MADISON,
INC.

BY James H. Stein
Name: James H. Stein, MD
Title: President