

1 **DEVELOPMENT AGREEMENT**
2 **(6400 GREENFIELD)**

3 **THIS DEVELOPMENT AGREEMENT** (this “Agreement”), made and entered into as of the
4 ____ day of _____, 2024, by and between the Community Development Authority of the
5 City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to
6 Section 66.1335 of the Wisconsin Statutes (“Authority”), the City of West Allis, a municipal
7 corporation), (Authority and City are collectively, “West Allis”) and Six Points Square LLC, a
8 Wisconsin limited liability company, its successors and/or assigns (“Developer”). The Authority, the
9 City, and Developer are each referred to herein as a party or together as the “Parties.”

10 **WHEREAS**, the Developer, the Authority and the City are Parties to a Purchase and Sale
11 Agreement (the “Purchase and Sale Agreement”) for the purchase and the sale of certain property
12 owned by City outlined Certified Survey Map (the “CSM”) described in **Exhibit A** attached hereto (the
13 “Property”).

14 **WHEREAS**, on even date hereof, West Allis closed on the sale of the Property to Developer
15 pursuant to the Purchase and Sale Agreement.

16 **WHEREAS**, the Developer intends to construct 8 two-story townhomes with garages and 8
17 parking slabs and a 11-unit market rate multifamily apartment building and approximately 2,500
18 square feet of retail space, including approximately 24 surface parking spaces, and new public
19 space at the northeast corner of 65th and Greenfield Avenue, generally consistent with the
20 preliminary site plan and rendering, attached hereto as **Exhibit B** (the “Project Plans”) which, subject
21 to Section 1. A below. West Allis agrees that the Project Plans are acceptable in all respects, and
22 satisfies, in West Allis’ opinion, the standards set forth in this Development Agreement. The
23 development described above is hereinafter referred to as the “Project” and is located within the
24 northside, of the 6400 block of West Greenfield Avenue, between S. 64th St. and S. 65th St. within Six
25 Points/Farmers Market Redevelopment Area.

26 **WHEREAS**, the Parties have also entered into a Development Financing Agreement (the
27 “Development Financing Agreement”) dated of even date hereof, pursuant to which Development
28 Financing Agreement, West Allis has agreed to provide certain financial incentives and assistance to
29 allow Developer to develop the Project.

30 **WHEREAS**, the Developer and the City desire to set forth in writing the terms and conditions
31 under which Developer has agreed to develop and maintain the Project; and

32 **NOW, THEREFORE**, in consideration of the mutual covenants and benefits contained herein
33 and in the Development Financing Agreement, and for other good and valuable consideration, the
34 receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

35 **1. AUTHORITY’S and CITY’S OBLIGATIONS.** West Allis shall have completed the following
36 actions:

37 **A. Zoning and Planning Approvals.** The City shall have issued all required approvals for
38 the Project, which remain subject to final approval of City’s Common Council and
39 City’s Plan Commission.

40 **B. Certified Survey Map.** West Allis shall cause the CSM, as contemplated by the
41 Purchase and Sale Agreement, to be fully executed and recorded to combine the
42 Property and to legally subdivide the parcels.

43 **C. Environmental Assistance.** West Allis shall have completed all preliminary
44 environmental assessment work, in accordance with the direction of the Wisconsin
45 Department of Natural Resources, to develop an acceptable remediation plan and
46 provided and made available to Developer, to the extent obtained by West Allis, any
47 EPA Assessment grant or similar funding to assist with any required remediation
48 work.

49 **D. No Impact Fees.** West Allis shall not issue any impact fees in association with the
50 Project.

51 **2. DEVELOPER’S OBLIGATIONS.** Developer shall be obligated as follows:

52 **A. Environmental Remediation.** Developer shall be responsible for all costs
53 associated with environmental remediation of the Property as required by the
54 Wisconsin Department of Natural Resources. The City shall utilize an EPA
55 Assessment grant to complete additional testing of the Property per the approved
56 scope between Parties. Following the Phase II report, any additional testing will be
57 the responsibility of the Developer. Prior to closing, environmental costs related to
58 issues brought to the City’s attention during the Developer’s geotechnical
59 investigation or due diligence, Parties will work to together to explore programs that
60 may be applied to any environmental costs such as TIF, EPA loan funds, etc.

61 **B. Construction of Project.** Subject to the obligations and contingencies set forth in
62 the Purchase and Sale Agreement, Developer will undertake the following;

63 (1) Commence construction of the Project and substantially complete the
64 Project in accordance with Section 2.C below.

65 (2) The Project shall be landscaped in accordance with approved Project Plans.

66 (3) Build a public space of approximately 50 ft. By 119 ft. (6,020) square feet
67 including public amenities and landscaping to meet the City’s Park
68 standards.

69 **C. Schedule.** Developer shall commence construction of the Project no later than the
70 date referred to in **Exhibit C** of this Agreement (the “Project Schedule”) and shall
71 proceed with due diligence to substantial completion and occupancy no later than
72 the date referred to in the Project Schedule. Failure of Developer to commence or

73 substantially complete construction as required by the Project Schedule, subject to
74 Force Majeure (as defined below), shall constitute a breach of this Agreement;
75 provided, however, such failure shall not constitute a default if Developer is actively
76 and continuously pursuing commencement or substantial completion, as
77 applicable, of construction in good faith and with due diligence.

78 **Availability of Funds and Approval for Construction.** Prior to the execution of this
79 Agreement, and from time to time thereafter, upon reasonable request of West Allis,
80 but not more than once in a 12-month period, Developer shall provide to West Allis
81 evidence satisfactory to West Allis and their financial and/or construction cost
82 consultants, in West Allis reasonable discretion, that Developer has available to it
83 the necessary corporate approvals and sufficient funds for the completion of the
84 Project upon the schedule set forth herein. Notwithstanding anything in this Section
85 2 to the contrary, Section 40 of the Purchase and Sale Agreement shall apply with
86 respect to any materials that Developer determines contain sensitive or proprietary
87 information relating to Developer or the Property or that may be trade secrets or
88 copyrighted. Pursuant to said Section 40, among other things, Developer may deliver
89 such materials to Authority's and the City's financial consultant upon receipt of such
90 consultant's agreement to keep such information confidential, to the extent allowed
91 by law, other than with respect to disclosures to West Allis, and the financial
92 consultant will report to West Allis on the contents thereof.

93 **D. Conveyance.** Prior to issuance of an Occupancy Permit for the Project, Developer
94 shall not sell, transfer or convey the Property to anyone other than an Affiliate (as
95 hereinafter defined), except that Developer may at any time, with or without the
96 Authority's and City's consent: (i) mortgage all or any portion of the Project property

97 as security for the Project’s financing (a “Mortgage”); (ii) collaterally assign
98 Developer’s interest in this Agreement to Developer’s mortgage lender (“Lender”) in
99 connection with the Project’s financing. For purposes of this Agreement “Affiliate”
100 shall mean an entity controlling, controlled by or in common control with Developer.
101 Nothing herein shall preclude Developer from selling a majority membership interest
102 in the ownership of the Property. Lender shall be permitted to foreclose on the
103 Property without Authority’s or City’s consent.

104 **E. Nondiscrimination.** Developer shall not restrict the use or enjoyment of the Property
105 or the Project of a person because of race, color, national origin, age, sex or disability
106 in the sale, use or occupancy of the Project.

107 **3. DESIGN AND CONSTRUCTION STANDARDS.** The Parties have concluded that the Project
108 will create a quality development that fits the context and vitality of the surrounding
109 neighborhood redevelopment while utilizing contemporary design standards, and that the
110 development is intended to increase the tax base and enhance the neighborhood. Building
111 plans and specifications, including architectural elevations, for the Project, to include
112 construction materials, shall be substantially in conformity with the Project Plans.
113 Notwithstanding anything to the contrary set forth in Sections 4 through 10 below, the
114 construction, design and operation of the Project shall comply in all material respects with
115 the approved Project Plans subject to Developer’s ability to make reasonable design and
116 scope changes as approved by proper authorities within the spirit of the approved Project
117 Plans.

118 **4. LANDSCAPING.** Landscaping for the Project shall be substantially in conformity with the
119 Project Plans.

120 **A.** All areas on the Property not used for building, storage, parking, walks, and access
121 roads, shall be suitably graded and drained, seeded, sodded, landscaped and
122 maintained as provided in Sec. 19.13 of the West Allis Municipal Code.

123 **B.** All required landscaping shall be completed within one year of the completion of
124 construction of the principal buildings on the Property and shall, thereafter, be
125 maintained in a manner acceptable to City. Developer will maintain the site
126 landscaping in accordance with the requirements of the City Code.

127 **5. SITE STANDARDS AND IMPROVEMENTS.** Unless otherwise approved by the City’s Plan
128 Commission, including with respect to the approved Project Plans, all buildings and other
129 site improvements (collectively “Improvements”) to be constructed under this Agreement
130 shall comply with the following minimum standards:

131 **A. Plan Review.** To the extent not approved as part of the Project Plans, improvements
132 shall be designed by a licensed architect or engineer. Building Improvements are
133 subject to architectural review and approval by City’s Plan Commission as provided
134 herein.

135 **B. Parking.** Any surface parking shall be distributed throughout the Property in a
136 manner that no more than 30% of total surface parking should be located on any side
137 facing a street. Landscaping shall be used to define parking areas, primary vehicular
138 drives and pedestrian areas in an aesthetically and environmentally pleasing
139 manner. The Plan Commission hereby approves the parking plan and associated
140 landscaping as depicted on the Approved Plans.

141 **6. REFUSE.** Trash containers for the apartment buildings shall be located within any of the
142 following: individual unit garages, placed along the garage or parking slab but with proper
143 screening or in an enclosed refuse enclosure. Any permanent trash containers located

144 outdoors and above ground, including dumpsters, must be enclosed by a wall that matches
145 the character of the building facade and provides a suitable visual screen. Such wall shall
146 be of sufficient height to cover the material stored and shall be maintained so as to present
147 an aesthetically appealing appearance at all times. All permanent, outdoor trash enclosures
148 to be permitted inside and rear yards only.

149 **7. UTILITIES AND SITE LIGHTING.** All new utility lines on the Property shall be installed
150 underground in easements provided, therefore. No new overhead electric power, telephone
151 or cable service will be permitted. Existing overhead wires may remain in place. Parking and
152 roadway lighting (fixture, height, type and intensity) where provided shall be approved by
153 West Allis. Full cut off fixtures shall be utilized to prevent light-spray onto surrounding
154 properties.

155
156 **8. PEDESTRIAN AND VEHICULAR ACCESS.**
157 **A.** All curb cuts and service drives shall be designed to minimize disruption of
158 pedestrian activity and movements and are subject to the approval of City's Board of
159 Public Works.

160 **B.** Pedestrian linkages and crossing access are encouraged between existing
161 neighborhoods and the proposed development area in an effort to promote
162 walkability, traffic safety, and reduction of the number of new driveways on major
163 street arterials.

164 **C.** Loading docks and refuse areas shall be screened and concealed from street view.

165 **9. ACCESSORY STRUCTURES.** The location, size and design compatibility of all permitted
166 Accessory Structures (defined below) in the Project shall be approved by the City's Plan
167 Commission pursuant to this Agreement before construction of such accessory structure.

168 As used in this Agreement, the term “Accessory Structure” includes, but is not limited to,
169 garages, maintenance buildings and the following structures (if such structures are to be
170 located within the required setbacks): ground-mounted telephone and electrical
171 transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar
172 structures. Issuance of a building permit by the City and Plan Commission approval shall
173 constitute conclusive evidence that the City has approved any and all Accessory Structures.

174 **10. SIGNAGE.** Signage placement shall be considered in the building and site design. A
175 complete signage package, indicating design, materials size, location, and illumination,
176 shall be submitted to City’s Development Department for approval.

177 **11. CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to the
178 contrary, construction of the Project in accordance with the final plans and specifications
179 approved by the City’s Plan Commission shall conclusively evidence compliance with this
180 Agreement. Following completion of construction of the Project in accordance with such
181 final approved plans and issuance of an occupancy permit by the City of West Allis, at the
182 written request of Developer, West Allis shall execute and deliver to Developer a Certificate
183 of Completion in substantially the form attached hereto as **Exhibit D** confirming that the
184 Project is acceptable to West Allis in all respects and satisfies, in West Allis’ opinion, the
185 standards set forth in this Agreement (the “Certificate of Completion”). The Certificate of
186 Completion shall constitute a conclusive determination of satisfaction and termination of
187 Developer’s covenants and agreements set forth in this Agreement, including, without
188 limitation, any provision related to (a) the obligation of Developer to complete the Project,
189 and (b) the required date for completion of the Project; provided, however, that Developer’s
190 obligations pursuant to Sections 2.B, 4.B, 12.A, and 12.C shall continue in effect until
191 otherwise satisfied as set forth in this Agreement.

192 **12. MAINTENANCE RESPONSIBILITIES.**

193 **A.** Developer shall keep the Property in a well-maintained, safe, clean, and attractive
194 condition at all times. Such maintenance includes, but is not limited to, the
195 following:

- 196 (1) The removal of all litter, trash, refuse, and waste.
- 197 (2) The mowing of all lawn areas should be conducted in accordance with
198 municipal code.
- 199 (3) The maintenance of lawn and landscape areas in a weed-free, healthy and
200 attractive condition.
- 201 (4) The care and pruning of trees and shrubbery outside of easements within
202 Property boundaries.
- 203 (5) The maintenance of exterior lighting, signs, and mechanical facilities in
204 working order.
- 205 (6) The keeping of all exterior building surfaces in a clean, well-maintained
206 condition.
- 207 (7) The striping and sealing of parking and driveway areas.
- 208 (8) The removal of unlicensed or inoperable vehicles.
- 209 (9) Snow and ice removal.

210 **B. Maintenance During Construction.** During construction, it shall be the
211 responsibility of Developer to ensure that construction sites on the Property are kept
212 free of unsightly accumulations of rubbish and scrap materials; and that
213 construction material, trailers, and the like are kept in a neat and orderly manner. If
214 any street rights-of-way abutting the Property are damaged as a result of Developer's
215 construction activities, Developer shall repair said damage to edge of pavement.

216 Burning of excess or scrap construction material is prohibited. Construction site
217 erosion control practices shall be implemented to prevent erosion, sedimentation
218 and pollution of air or water during construction in accordance with the Building
219 Permit for erosion control issued by the City’s Building Inspection & Neighborhood
220 Services Department on October 25, 2021, as Permit No. 211849. The Developer is
221 responsible for any snow removal, grass cutting, weed removal, and fencing the
222 Property.

223 **C. Storm Water Management and Controls.** Developer shall be responsible for
224 obtaining all necessary stormwater permits for the Project.

225 **13. DEFAULT PROVISIONS AND REMEDIES.**

226 **A. Event of Default.** The occurrence of the following conditions shall constitute an
227 “Event of Default” so long as such conditions exist and are continuing:

228 (1) Developer fails to perform or satisfy any of its obligations under this
229 Agreement within thirty (30) days following written notice from Authority or
230 the City; provided, however, if the default is not reasonably susceptible of
231 cure within such thirty (30) day period, then Developer shall have such
232 additional period of time to cure the default as long as the Developer is
233 diligently pursuing such cure to completion.

234 (2) Developer becomes insolvent or generally does not pay or becomes unable
235 to pay or admits in writing to its inability to pay its debts as they mature.

236 (3) Developer makes an assignment for the benefit of creditors or to an agent
237 authorized to liquidate any substantial amount of assets.

- 238 (4) Developer becomes the subject of an “order for relief” within the meaning of
239 the United States Bankruptcy Code or files a petition in bankruptcy, for
240 reorganization or to affect a plan or other arrangement with creditors.
- 241 (5) Developer has a petition or application filed against it in bankruptcy or any
242 similar proceeding or has such a proceeding commenced against it, and such
243 petition, application or proceeding shall remain undismissed for a period of
244 ninety (90) days or Developer files an answer to such petition or application,
245 admitting the material allegations thereof.
- 246 (6) Developer applies to a court for the appointment of a receiver or custodian
247 for any of its assets or properties or has a receiver or custodian appointed for
248 any of its assets or properties, with or without consent, and such receiver
249 shall not be discharged within ninety (90) days after their appointment.
- 250 (7) Developer adopts a plan of complete liquidation of its assets. For avoidance
251 of doubt, nothing herein shall prohibit Developer from selling Developer’s
252 interest in the Project.

253 **B. Failure to Commence or Substantially Complete Construction.** So long as West
254 Allis is in compliance with all of its obligations under the Purchase and Sale
255 Agreement and the Development Financing Agreement, in the event Developer does
256 not commence construction of the Project pursuant to the Project Schedule, subject
257 to Force Majeure, Authority or the City may, but shall not be required to, purchase
258 the Property for the price paid to Authority and/or the City by the Developer, as its
259 sole remedy, by giving at least thirty (30) days’ prior written notice to Developer of its
260 intention to repurchase, in which case West Allis will take title. If commencement of
261 construction of the Project has occurred, but Developer does not substantially

262 complete construction of the Project pursuant to the Project Schedule, subject to
263 Force Majeure, Authority and the City may charge Developer a fee of \$50.00 per day
264 for each day between the date that substantial completion is required pursuant to
265 the Project Schedule and the date that the Project is substantially complete.

266 (1) The foregoing right to repurchase shall be subject and subordinate to the lien
267 and rights of any Lender providing financing to the Project and shall
268 automatically terminate upon commencement of construction of the
269 Project.

270 (2) The term “commence construction” or “commencement of construction,”
271 as applicable, as used in this Agreement shall mean the pouring of footings
272 for a building within the Property, provided that if footings are poured prior to
273 Closing, then construction shall be deemed to commence as of Closing. The
274 term “substantial completion” as used in this Agreement shall mean the
275 issuance of an initial occupancy permit for the Project, whether temporary or
276 permanent, subject to punch list items.

277 **C. Limitation on Remedies.** Neither party shall be liable to the other for consequential,
278 indirect, incidental or exemplary damages, whether based on contract, negligence,
279 and strict liability or otherwise. In any action to enforce this Agreement, the prevailing
280 party shall be entitled to its costs, including statutory attorney’s fees.

281 **14. APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms and conditions
282 of Section 14 (Time of the Essence), Section 20 (No Partnership or Venture), Section 21
283 (Notices), Section 22 (Further Assurances), Section 23 (Waiver of Terms), Section 25
284 (Amendment of Agreement), Section 26 (Governing Law and Venue), Section 27 (Successors
285 and Assigns), Section 28 (Execution in Counterparts), Section 29 (Titles and Headings),

286 Section 31 (Interpretation), Section 32 (Construction), Section 33 (Severability), Section 38
287 (Binding Effect), and Section 39 (Good Faith) of the Purchase and Sale Agreement shall
288 govern the interpretation and application of this Agreement.

289 **15. ASSIGNMENT.** Upon the sale or conveyance of the Project, the Developer may assign its
290 rights and obligations under this Agreement to the purchaser or assignee. The rights and
291 obligations under this Agreement shall run with the land and shall bind and inure to the
292 benefit of the owner of the Property.

293 **16. DEFINED TERMS.** Defined terms contained in the Development Agreement shall, unless a
294 different specific definition is given, be governed by the definitions contained in the Purchase
295 and Sale Agreement.

296 **17. ENTIRE AGREEMENT.** This Agreement, including the schedules and Exhibits annexed
297 hereto, constitutes the entire agreement and supersedes all other prior agreements and
298 understandings, both written and oral, by the Parties or any of them, with respect to the
299 development and maintenance of the Project

300 **18. FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting losses,
301 and it shall not be a breach of this Agreement, if fulfillment of any of the terms of this
302 Agreement is delayed or prevented by reason of acts of God, inclement weather, civil
303 disorders, pandemics, national epidemics wars, acts of enemies, strikes, lockouts, or
304 similar labor troubles, fires, floods, legally required environmental remedial actions,
305 shortage of materials, relocation of utilities, or by other cause not within the control of the
306 Party whose performance was interfered with ("Force Majeure"), and which by the exercise
307 of reasonable diligence such Party is unable to prevent. The time for performance shall be
308 extended by the period of delay occasioned by such Force Majeure.

309

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

**AUTHORITY: COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY
 OF WEST ALLIS**

By: _____

Name:

Title:

Dated: _____

Approved as to form this ____ day
of _____, 2024.

Name: Kail Decker
Title: City Attorney

DEVELOPER: SIX POINTS SQUARE LLC

By: _____

By: Jeffrey J. Hook, Manager

Dated: _____

Development Agreement List of Exhibits

Exhibit A	Property
Exhibit B	Project Plans
Exhibit C	Project Schedule
Exhibit D	Certificate of Completion

EXHIBIT A

Property

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOTS 1 THRU 9, BLOCK 1, IN THE FIRST CONTINUATION OF THE SOLDIERS' HOME HEIGHTS SUBDIVISION AND THE SOUTH 15 FEET OF LOT 12, BLOCK 11 IN SECOND CONTINUATION OF SOLDIERS' HOME HEIGHTS SUBDIVISION, BEING PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN.



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PREPARED FOR:

CITY OF WEST ALLIS
 WEST ALLIS COMMUNITY
 DEVELOPMENT AUTHORITY
 7252 W GREENFIELD AVE.
 WEST ALLIS, WI 53214

ALL BEARINGS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY. THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34 HAVING A BEARING OF N 89°32'23"

+ SET CROSS

- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
- INDICATES 1 INCH DIA. IRON PIPE FOUND.

(N89°36'E 214.52') DENOTES RECORDED AS BEARINGS AND DISTANCES

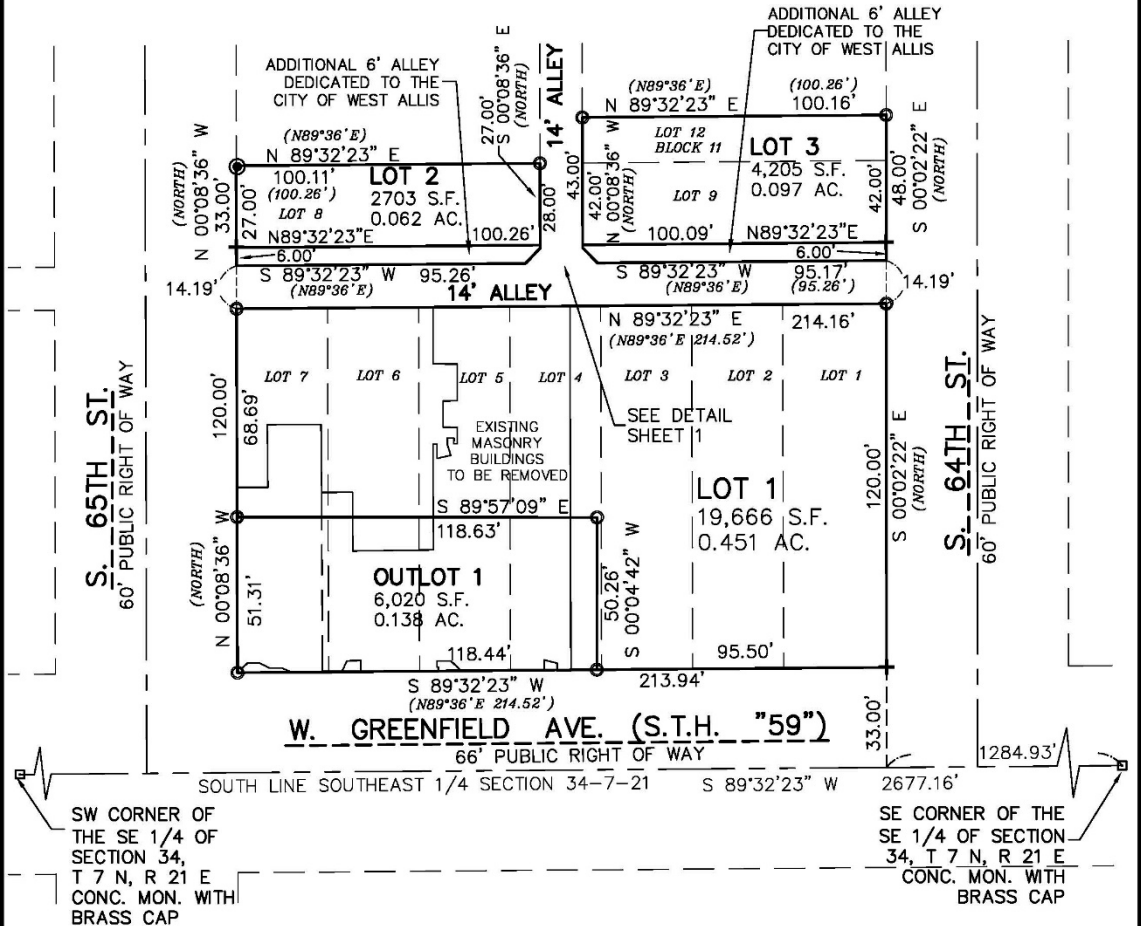


EXHIBIT B
Project Plans

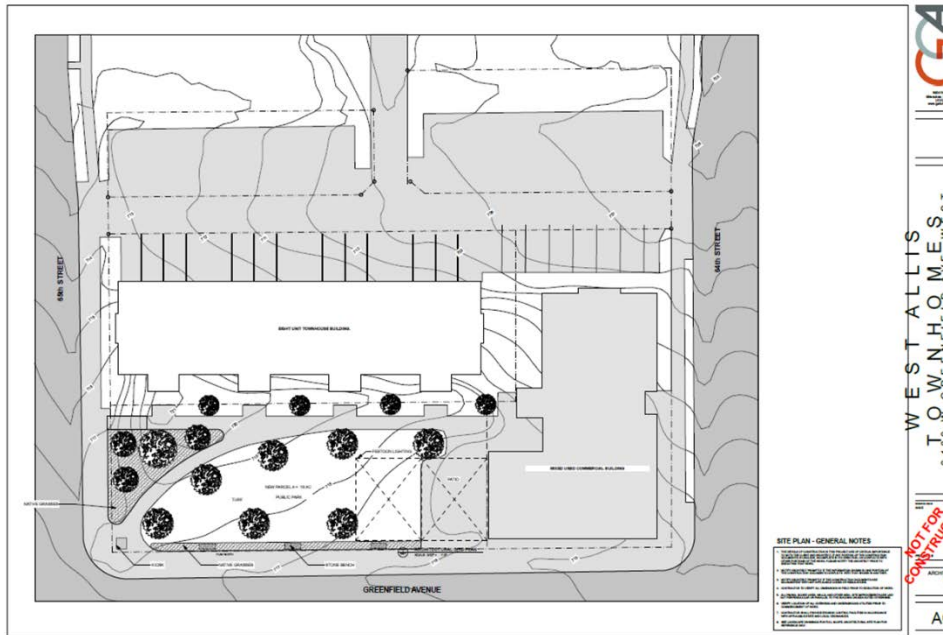


EXHIBIT C

Project Schedule

Item	Description	Date	Entity
1	Closing	As defined in the Purchase and Sale Agreement	AUTHORITY/DEVELOPER
2	Commence Construction	Within 45 days following Closing	DEVELOPER
3	Project Completion	24 months following the later of (a) Closing and (b) commencement of construction, subject to Force Majeure	DEVELOPER
4	Final Request for Certification of Completion	60 days following construction completion	DEVELOPER
5	Completion of Public Space	120 days following construction completion	DEVELOPER

EXHIBIT D

CERTIFICATE OF COMPLETION

SIX POINTS SQUARE LLC

This Guaranty by is made by Six Points Square LLC, a Wisconsin Limited Liability Company, (“JJH”)(“**Guarantor**”)(“**Developer**”), to and for the benefit of the City of West Allis, Wisconsin (the “**City**”) and the Community Development Authority of the City of West Allis (the “**Authority**”). The City and the Authority will be combined parties within this Agreement and hereby called the “City.”

WHEREAS, Pursuant to that certain Development Agreement and Development Finance Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time,(the “**Development Agreement**”) and (the “Development Finance Agreement:”) by the Developer, the City, and the Authority, pursuant to Section 66.1335 of the Wisconsin Statutes , have agreed to make certain financial accommodations available to Developer, on the terms and subject to the conditions set forth in the Development Agreement and Development Financing Agreement; and,

WHEREAS, pursuant to that certain Development Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Development Agreement**”) by and among the City, Authority, and the Developer, the Developer agreed to certain terms and conditions with respect to the development and maintenance of a multifamily apartment project more particularly described in the Development Agreement (the “**Project**”); and

WHEREAS, the City and the Authority require, as a condition of entering into the Development Financing Agreement and the transactions related thereto, that Guarantor guaranty certain obligations of Developer to the City and the Authority pursuant to the terms hereof; and,

WHEREAS, Guarantor will derive substantial benefits from the conduct of the Developer's business and operations; and, by reason of the relationship with the Developer, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of the Developer to obtain the benefits under the Development Financing Agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Financing Agreement

2. So long as this Guaranty is outstanding, the Guarantor represents and warrants as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against such Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. The Guarantor agrees to file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by it to the extent that such taxes shall have become due and all extensions have expired. The Guarantor has no knowledge of any liabilities as to it, which may be asserted against it upon audit of its federal or state tax returns for any period that remains subject to audit.

B. Except as disclosed by the Guarantor to the City or the Authority, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor, or any of its properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

C. The Guarantor acknowledges that the City and/or the Authority has not made any representations or warranties with respect to, and agrees that the City and/or the Authority does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Development Financing Agreement or the financial condition of Developer. The Guarantor has independently determined the issues relating to completion of the Project.

3. The Guarantor hereby absolutely and unconditionally guarantees to the City and the Authority (i) the prompt and complete performance of Developer's obligation to complete the construction of the Project as set forth in the Development Agreement ("**Guaranteed Obligations**"). In the event that Developer fails to substantially complete construction of the Project as required under the terms of the Development Agreement, then, upon receipt of written notice from the City, Guarantor will within thirty (30) days after receipt of such notice undertake to complete construction of the Project pursuant to the provisions of this Section 3 and thereafter pursue such construction through to substantial completion of the Project. If the City elects to require Guarantor to complete the Project, then within thirty (30) days after written demand by the City, Authority, Guarantor will commence such construction of the Project.

4. The Guaranteed Obligations hereunder shall be binding upon the Guarantor, its successors, and permitted assigns; however, the Guarantor shall not transfer or assign its Guaranteed Obligations to an affiliate or another entity without the written consent of the City and or Authority . This Guaranty shall remain in full force and effect so long as any of the Guaranteed Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Development Agreement or any of the terms thereof, the continuance of any Guaranteed Obligations on the part of the Developer on the Development Agreement, or the power or authority or lack of power or authority of the Developer or any other party to execute and deliver the Development Financing Agreement, Development Agreement, or to perform any of the Guaranteed Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Developer to perform any covenant or agreement under the terms of the Development Agreement, or the failure to resort for payment to the Developer or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Development Financing Agreement and/or Development Agreement or amendments, modifications, consents or waivers with respect to the Development Financing Agreement and/or Development Agreement or any subordination of the Guaranteed Obligations to any other obligations of the Developer (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Developer might have to the payment or to the performance or observance of any of the Guaranteed Obligations, other than full payment or performance thereof, as applicable.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).

F. Any act or failure to act with regard to any of the Guaranteed Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Guaranteed Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment or performance of the Guaranteed Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Developer or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further

understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Developer shall default in the performance of the Guaranteed Obligations under the terms of the Development Agreement beyond any applicable grace or cure period and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default until terminated as herein provided.

5. This Guaranty shall be a continuing guaranty so long as any of the Guaranteed Obligations remain unpaid or unperformed, as applicable, and may be enforced by the City or any successor in interest under the Development Agreement; provided that the City may only transfer this Guaranty, the Development Agreement and the Development Financing Agreement to the CDA or any successor to the CDA or to the City, in each case, affiliated with the City of West Allis and to no other party without the consent of Guarantor and provided further that notice is given to the Guarantor within a reasonable time after such assignment.

6. This Guaranty shall terminate and Guarantor shall be released from all further liability hereunder upon the issuance of the Certificate of Completion (as defined in the Development Agreement).

7. Notices hereunder shall be given in accordance with the provisions of the Development Financing Agreement.

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

(SIGNATURES CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as of the day of _____, 2024.

SIX POINTS SQUARE LLC

Name: Jeffrey J. Hook
Title: Manager

State of Wisconsin)
) ss.
Milwaukee County)

Personally, came before me this ____ day of _____, 2024 the above-named Jeffrey J. Hook, Manager of Six Points Square LLC me known to be the person who executed the foregoing instrument and acknowledged same on behalf of such company.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: _____
My Commission: _____

Acceptance:

This Guaranty is hereby accepted this ____ day of _____ 2024, by the City of West Allis and the Community Development Authority of the City of West Allis.

CITY OF WEST ALLIS (“City”)

By: _____

Dan Devine, Mayor

By: _____

Rebecca Grill, City Clerk

By _____

Patrick Schloss, Executive Director

**CERTIFICATE
OF COMPLETION**

Document Number

Document Title

**CERTIFICATE
OF COMPLETION**

6400 GREENFIELD

Recording Area

Name and Return Address

J Peter J. Faust, Attorney at Law
O'Neil, Cannon, Hollman, DeJong
and Laing S.C.
111 E. Wisconsin Avenue, Suite
1400
Milwaukee, WI 53202
Attn: Peter J. Faust

Parcel Identification Number (PIN)

Property Address	
Developer:	Six Points Square LLC, a Wisconsin limited liability company

Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of _____, 2024, as amended or modified, recorded on _____, 2024, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____.
Legal Description:	See attached Exhibit "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority") and the City of West Allis, caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been substantially completed in accordance with the final plans and specifications approved by the City's Plan Commission and in accordance with the Development Agreement dated as of _____, 2024, which is evidenced by that certain Memorandum of Agreements recorded on _____, 2024, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____ (the "Memorandum").

Construction was deemed by Authority and the City to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority and the City, this shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth in the Development Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project (as defined in the Development Agreement), and (b) the required date for completion of the Project.

Upon recording of this CERTIFICATE, the real estate described above shall specifically be "released" of record from the Development Agreement and the restrictions against the real estate set forth therein; provided, however, that Developer's obligations pursuant to Sections 2.E, 4.B, 12.A, and 12.C of the Development Agreement shall continue in effect until otherwise satisfied pursuant to the Development Agreement.

[Signature page follows]

Dated at West Allis, Wisconsin, this _____ day of _____, 2024.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**

Name: Patick Schloss
Title: Executive Director

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2024, _____,
_____ of the Community Development Authority of the City of West Allis, to me
known to be the persons who executed the foregoing instrument, and to me known to be such
_____, and acknowledged that they executed the foregoing instrument as such
officers as the deed of said Community Development Authority by its authority.

(SEAL)

Name:
Notary Public, State of Wisconsin
My Commission expires: