

1 **DEVELOPMENT AGREEMENT**
2 **(SONA Lofts)**

3 **THIS DEVELOPMENT AGREEMENT** (this “Agreement”), made and entered into as
4 of the ____ day of _____, 2021, by and between the Community Development
5 Authority of the City of West Allis, a separate body politic created by ordinance of the City of
6 West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (“Authority”), and SoNa Lofts
7 LLC, a Wisconsin limited liability company, its successors and/or assigns (“Developer”).
8 Authority and Developer are each referred to herein as a party or together as the “Parties.”

9 **WHEREAS**, the Developer and Authority are parties to a Purchase and Sale Agreement
10 (the “Purchase and Sale Agreement”) for the purchase and the sale of certain property owned by
11 Authority, which is Lot 2 on the Certified Survey Map (the “CSM”) described in **Exhibit A**
12 attached hereto (the “Property” or “Lot 2”).

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

15 **WHEREAS**, the Developer intends to construct one three-story multifamily apartment
16 building having in total approximately 110 apartment units and approximately 5,177 square feet
17 of retail space, including approximately 90 underground parking spaces and approximately 42
18 surface parking spaces, generally consistent with the preliminary site plan and rendering, attached
19 hereto as **Exhibit B** (the “Project Plans”) which, subject to Section 1.C below, the Authority agrees
20 is acceptable in all respects, and satisfies, in Authority’s opinion, the standards set forth in this
21 Development Agreement. The development described above is hereinafter referred to as the
22 “Project” and is located within Six Points/Farmers Market Redevelopment Area, south of W.
23 National Ave., west of South 66th Street, in the City of West Allis, Wisconsin and will be developed
24 pursuant to the terms of this Agreement.

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

29 **WHEREAS**, on even date hereof, the Parties have executed and recorded against the
30 Property and certain adjacent parcels owned by the Authority, which are currently known as Lots
31 1, 3 and 4 of CSM 9370 (the “Adjacent Parcels,” and together with the Property, the “Overall
32 Project Site”), a reciprocal easement agreement (“REA”) that provides for the access, repair, and
33 operation of the common areas and common utilities, including streets, shared parking areas,
34 sidewalks, landscaping and the storm water management system within the Overall Project Site.

35 **WHEREAS**, the Developer and Authority desire to set forth in writing the terms and
36 conditions under which Developer has agreed to develop and maintain the Project; and

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

41 **1. AUTHORITY’S OBLIGATIONS.** Authority shall have completed the following
42 actions:

43 **A. Zoning and Planning Approvals.** Authority shall have issued all required
44 approvals for the Project, which remain subject to final approval of City’s Common
45 Council and City’s Plan Commission.

- 46 **2. DEVELOPER’S OBLIGATIONS.** Developer shall be obligated as follows:
- 47 **A. Environmental Remediation.** Developer shall be responsible for all costs
- 48 associated with environmental remediation of the Property as required by the
- 49 Wisconsin Department of Natural Resources to obtain a conditional “cap closure.”
- 50 **B. Construction of Project.** Subject to the obligations and contingencies set forth in
- 51 the Purchase and Sale Agreement, Developer will undertake the following;
- 52 (1) Commence construction of the Project and substantially complete the
- 53 Project in accordance with Section 2.C below.
- 54 (2) The Project shall be landscaped in accordance with approved Project Plans.
- 55 **C. Schedule.** Developer shall commence construction of the Project no later than the
- 56 date referred to in **Exhibit C** of this Agreement (the “Project Schedule”) and shall
- 57 proceed with due diligence to substantial completion and occupancy no later than
- 58 the date referred to in the Project Schedule. Failure of Developer to commence or
- 59 substantially complete construction as required by the Project Schedule, subject to
- 60 Force Majeure (as defined below), shall constitute a breach of this Agreement;
- 61 provided, however, such failure shall not constitute a default if Developer is
- 62 actively and continuously pursuing commencement or substantial completion, as
- 63 applicable, of construction in good faith and with due diligence.
- 64 **D. Availability of Funds and Approval for Construction.** Prior to the execution of
- 65 this Agreement, and from time to time thereafter, upon reasonable request of
- 66 Authority, but not more than once in a 12-month period, Developer shall provide
- 67 to Authority evidence satisfactory to Authority and its financial and/or construction
- 68 cost consultants, in Authority’s reasonable discretion, that Developer has available

69 to it the necessary corporate approvals and sufficient funds for the completion of
70 the Project upon the schedule set forth herein.

71 Notwithstanding anything in this Section 2 to the contrary, Section 40 of the
72 Purchase and Sale Agreement shall apply with respect to any materials that
73 Developer determines contain sensitive or proprietary information relating to
74 Developer or the Property or that may be trade secrets or copyrighted. Pursuant to
75 said Section 40, among other things, Developer may deliver such materials to
76 Authority's financial consultant upon receipt of such consultant's agreement to
77 keep such information confidential, other than with respect to disclosures to the
78 Authority, and the financial consultant will report to Authority on the contents
79 thereof.

80 **E. Conveyance.** Prior to issuance of an Occupancy Permit for the Project, Developer
81 shall not sell, transfer or convey the Property to anyone other than an Affiliate (as
82 hereinafter defined), except that Developer may at any time, with or without the
83 Authority's consent: (i) mortgage all or any portion of the Project property as
84 security for the Project's financing (a "Mortgage"); (ii) collaterally assign
85 Developer's interest in this Agreement to Developer's mortgage lender ("Lender")
86 in connection with the Project's financing; and (iii) enter into the REA (as defined
87 in the Purchase and Sale Agreement) and execute and record customary easements
88 associated with the development of the Project. For purposes of this Agreement
89 "Affiliate" shall mean an entity controlling, controlled by or in common control
90 with Developer. Nothing herein shall preclude Developer from selling a majority

91 membership interest in the ownership of the Property. Lender shall be permitted to
92 foreclose on the Property without Authority's consent.

93 **F. Nondiscrimination.** Developer shall not restrict the use or enjoyment of the
94 Property or the Project of a person because of race, color, national origin, age, sex
95 or disability in the sale, use or occupancy of the Project.

96 **3. DESIGN AND CONSTRUCTION STANDARDS.** The Parties have concluded that the
97 Project will create a quality development that fits the context and vitality of the surrounding
98 neighborhood redevelopment while utilizing contemporary design standards, and that the
99 development is intended to increase the tax base and enhance the neighborhood. Building
100 plans and specifications, including architectural elevations, for the Project, to include
101 construction materials, shall be substantially in conformity with the Project Plans.
102 Notwithstanding anything to the contrary set forth in Sections 4 through 10 below, the
103 construction, design and operation of the Project shall comply in all material respects with
104 the approved Project Plans.

105 **4. LANDSCAPING.** Landscaping for the Project shall be substantially in conformity with
106 the Project Plans.

107 **A.** All areas on the Property not used for building, storage, parking, walks, and access
108 roads, shall be suitably graded and drained, seeded, sodded, landscaped and
109 maintained as provided in Sec. 12.13 of the Revised Municipal Code.

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

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

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

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

128 6. **REFUSE.** Trash containers for the apartment buildings will be located in the underground
129 parking areas, except on collection days, when such containers are temporarily placed
130 outside for emptying by Developer’s waste removal vendor. Any permanent trash
131 containers located outdoors and above ground, including dumpsters, must be enclosed by
132 a wall that matches the character of the building facade and provides a suitable visual
133 screen. Permanent outdoor trash enclosure areas will also feature a rooftop
134 structure/covering to limit sight lines into the refuse area from housing units on site and
135 adjacent to the Property. Such wall shall be of sufficient height to cover the material stored

136 and shall be maintained so as to present an aesthetically appealing appearance at all times.
137 All permanent, outdoor trash enclosures to be permitted in side and rear yards only.

138 **7. UTILITIES AND SITE LIGHTING.** All new utility lines on the Property shall be
139 installed underground in easements provided therefore. No new overhead electric power,
140 telephone or cable service will be permitted. Existing overhead wires may remain in place.
141 Parking and roadway lighting (fixture, height, type and intensity) where provided shall be
142 approved by City. Area lighting shall not be mounted on the building. Full cut off fixtures
143 shall be utilized to prevent light splay onto surrounding properties.

144 **8. PEDESTRIAN AND VEHICULAR ACCESS.**

145 **A.** All curb cuts and service drives shall be designed to minimize disruption of
146 pedestrian activity and movements and are subject to the approval of City's Board
147 of Public Works.

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

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

153 **9. ACCESSORY STRUCTURES.** The location, size and design compatibility of all
154 permitted Accessory Structures (defined below) in the Project shall be approved by the
155 City's Plan Commission pursuant to this Agreement before construction of such accessory
156 structure. As used in this Agreement, the term "Accessory Structure" includes, but is not
157 limited to, garages, maintenance buildings and the following structures (if such structures
158 are to be located within the required setbacks): ground-mounted telephone and electrical

159 transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar
160 structures. Issuance of a building permit by the City and Plan Commission approval shall
161 constitute conclusive evidence that the City has approved any and all Accessory
162 Structures.

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

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

181 **12. MAINTENANCE RESPONSIBILITIES.**

182 A. Developer shall keep the Property and easement areas on the Property in a well
183 maintained, safe, clean, and attractive condition at all times. Such maintenance
184 includes, but is not limited to, the following:

- 185 (1) The removal of all litter, trash, refuse, and wastes.
- 186 (2) The mowing of all lawn areas should be conducted in accordance with
187 municipal code.
- 188 (3) The maintenance of lawn and landscape areas in a weed-free, healthy and
189 attractive condition.
- 190 (4) The care and pruning of trees and shrubbery outside of easements within
191 Property boundaries.
- 192 (5) The maintenance of exterior lighting, signs, and mechanical facilities in
193 working order.
- 194 (6) The keeping of all exterior building surfaces in a clean, well maintained
195 condition.
- 196 (7) The striping and sealing of parking and driveway areas.
- 197 (8) The removal of unlicensed or inoperable vehicles.
- 198 (9) Snow and ice removal.

199 B. **Maintenance During Construction.** During construction, it shall be the
200 responsibility of Developer to ensure that construction sites on the Property are kept
201 free of unsightly accumulations of rubbish and scrap materials; and that
202 construction material, trailers, and the like are kept in a neat and orderly manner.
203 If any street right-of-ways abutting the Property are damaged as a result of
204 Developer’s construction activities, Developer shall repair said damage to edge of

205 pavement. Burning of excess or scrap construction material is prohibited.
206 Construction site erosion control practices shall be implemented to prevent erosion,
207 sedimentation and pollution of air or water during construction in accordance with
208 the Building Permit for erosion control issued by the City’s Building Inspection &
209 Neighborhood Services Department on October 25, 2021, as Permit No. 211849.

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

212 **13. DEFAULT PROVISIONS AND REMEDIES.**

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

215 (1) Developer fails to perform or satisfy any of its obligations under this
216 Agreement within thirty (30) days following written notice from Authority;
217 provided, however, if the default is not reasonably susceptible of cure within
218 such thirty (30) day period, then Developer shall have such additional
219 period of time to cure the default as long as the Developer is diligently
220 pursuing such cure to completion.

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

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

225 (4) Developer becomes the subject of an “order for relief” within the meaning
226 of the United States Bankruptcy Code or files a petition in bankruptcy, for
227 reorganization or to affect a plan or other arrangement with creditors.

- 228 (5) Developer has a petition or application filed against it in bankruptcy or any
229 similar proceeding or has such a proceeding commenced against it, and such
230 petition, application or proceeding shall remain undismissed for a period of
231 ninety (90) days or Developer files an answer to such petition or application,
232 admitting the material allegations thereof.
- 233 (6) Developer applies to a court for the appointment of a receiver or custodian
234 for any of its assets or properties or has a receiver or custodian appointed
235 for any of its assets or properties, with or without consent, and such receiver
236 shall not be discharged within ninety (90) days after his appointment.
- 237 (7) Developer adopts a plan of complete liquidation of its assets.

238 **B. Failure to Commence or Substantially Complete Construction.** So long as
239 Authority is in compliance with all of its obligations under the Purchase and Sale
240 Agreement and the Development Financing Agreement, in the event Developer
241 does not commence construction of the Project pursuant to the Project Schedule,
242 subject to Force Majeure, Authority may, but shall not be required to, purchase the
243 Property for the price paid to Authority by Developer, as its sole remedy, by giving
244 at least thirty (30) days' prior written notice to Developer of its intention to
245 repurchase, in which case the Authority will take title subject to the terms of the
246 REA. If commencement of construction of the Project has occurred, but Developer
247 does not substantially complete construction of the Project pursuant to the Project
248 Schedule, subject to Force Majeure, Authority may charge Developer a fee of
249 \$50.00 per day for each day between the date that substantial completion is required

250 pursuant to the Project Schedule and the date that the Project is substantially
251 complete.

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

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

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

267 **14. APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms
268 and conditions of Section 14 (Time of the Essence), Section 20 (No Partnership or
269 Venture), Section 21 (Notices), Section 22 (Further Assurances), Section 23 (Waiver of
270 Terms), Section 25 (Amendment of Agreement), Section 26 (Governing Law and Venue),
271 Section 27 (Successors and Assigns), Section 28 (Execution in Counterparts), Section 29
272 (Titles and Headings), Section 31 (Interpretation), Section 32 (Construction), Section 33

273 (Severability), Section 38 (Binding Effect), and Section 39 (Good Faith) of the Purchase
274 and Sale Agreement shall govern the interpretation and application of this Agreement.

275 **15. DEFINED TERMS.** Defined terms contained in the Development Agreement shall,
276 unless a different specific definition is given, be governed by the definitions contained in
277 the Purchase and Sale Agreement.

278 **16. ENTIRE AGREEMENT.** This Agreement, including the schedules and Exhibits annexed
279 hereto, constitutes the entire agreement and supersedes all other prior agreements and
280 understandings, both written and oral, by the Parties or any of them, with respect to the
281 development and maintenance of the Project

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

291 **(SIGNATURE PAGES FOLLOW)**

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 _____, 2021.

Name:

Title: Deputy City Attorney

DEVELOPER: SONA LOFTS LLC

By: Mandel/SoNa Lofts LLC

By: BR Mandel LLC

Its: Manager

By: _____
Barry R. Mandel, 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

LOT 2 OF CERTIFIED SURVEY MAP NO. 9370, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 2, 2021, AS DOCUMENT NO. 11193094, BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8866, BEING A PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

EXHIBIT B

Project Plans

(See attached)

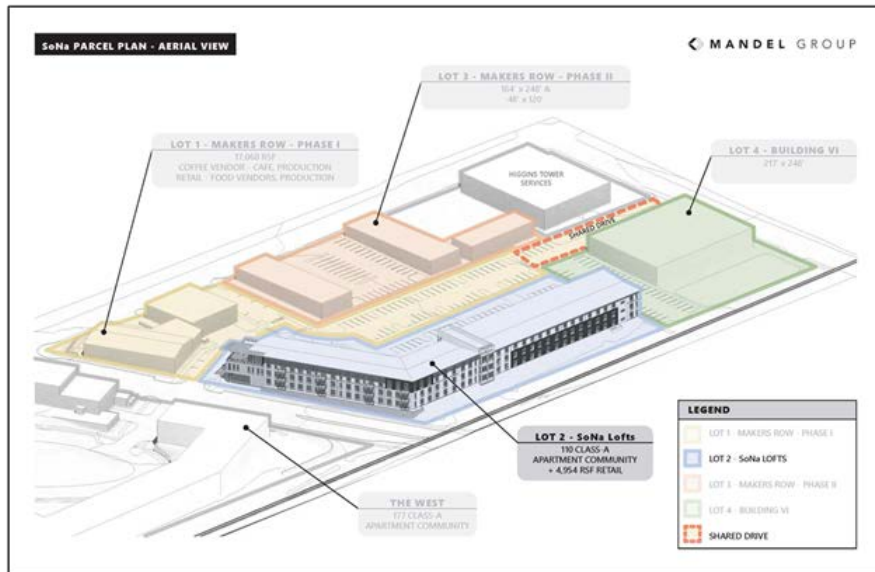


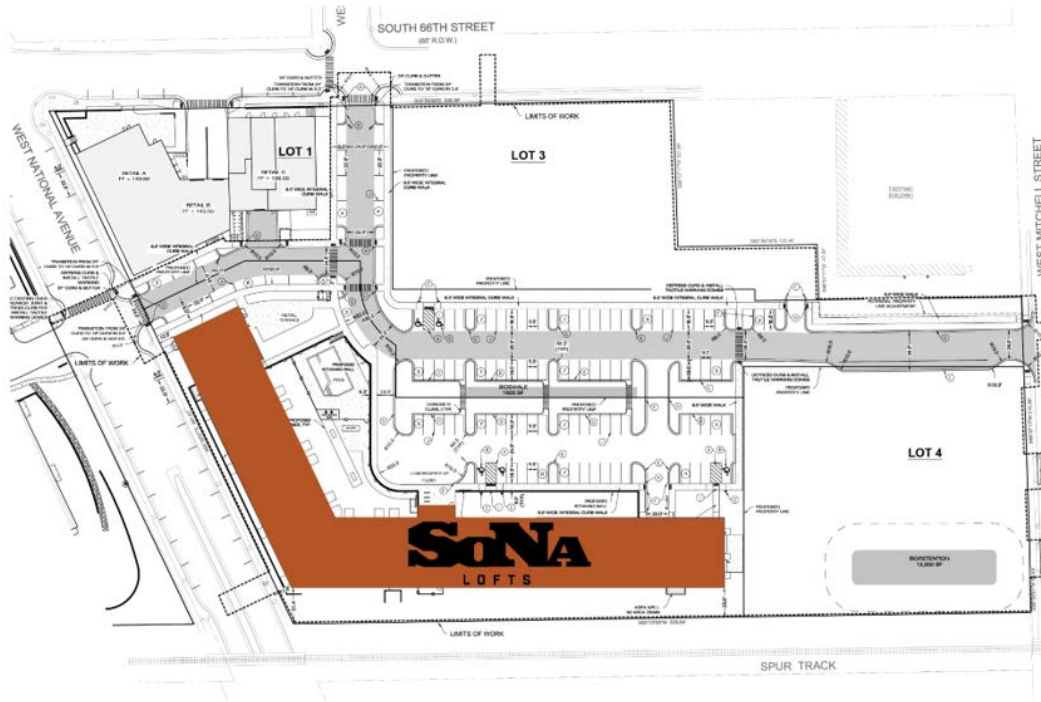
EXHIBIT B (CONTINUED)



EXHIBIT B (CONTINUED)



EXHIBIT B (CONTINUED)



SO NA
LOFTS
BASEMENT PLAN

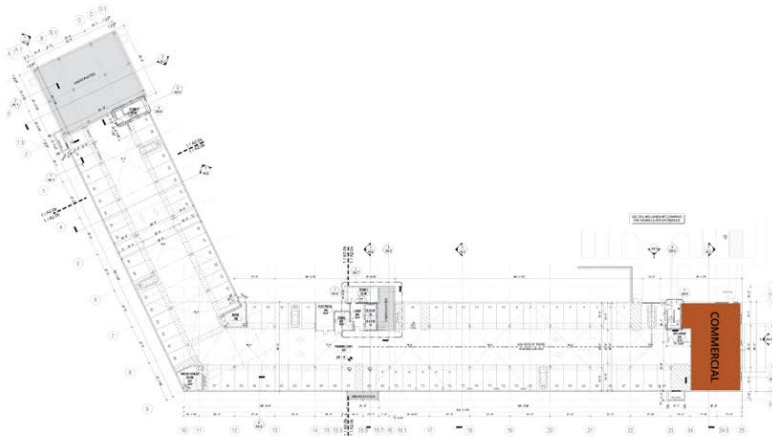
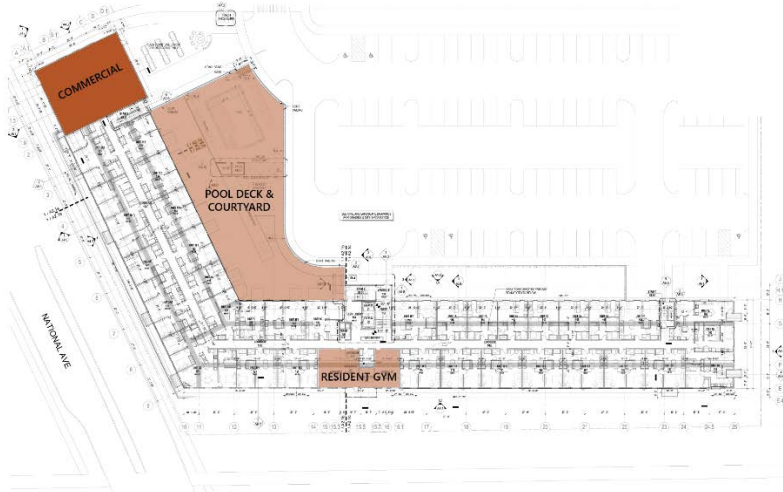


EXHIBIT B (CONTINUED)



1st FLOOR PLAN



2nd FLOOR PLAN

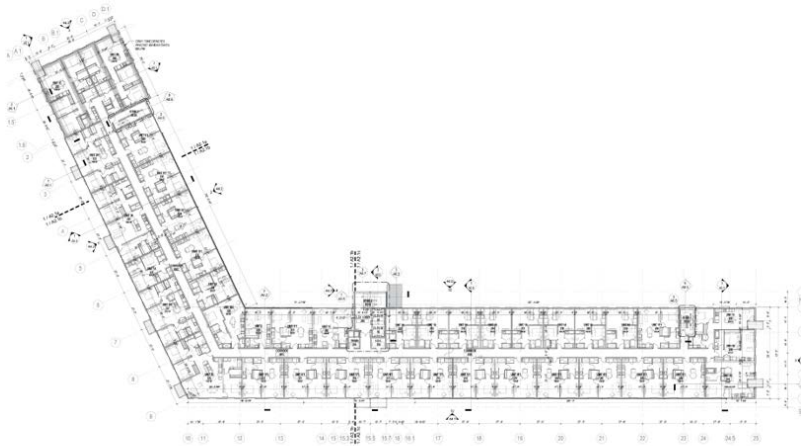


EXHIBIT B (CONTINUED)



3rd FLOOR PLAN

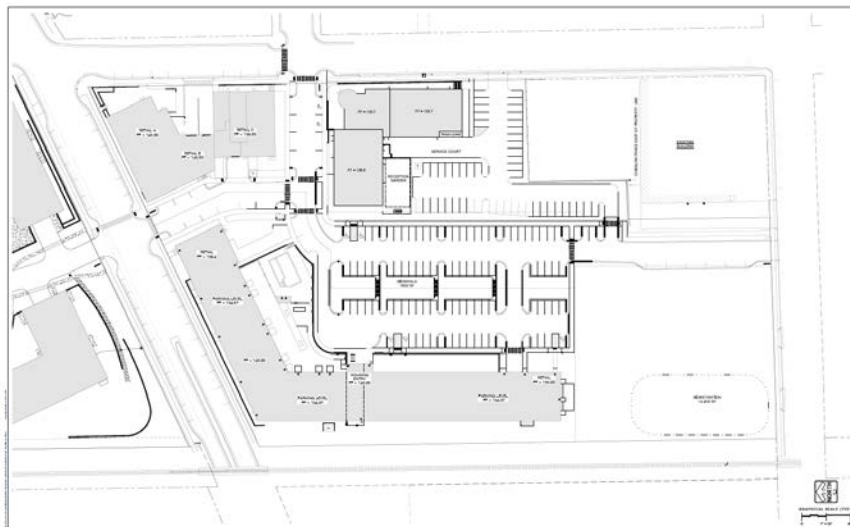
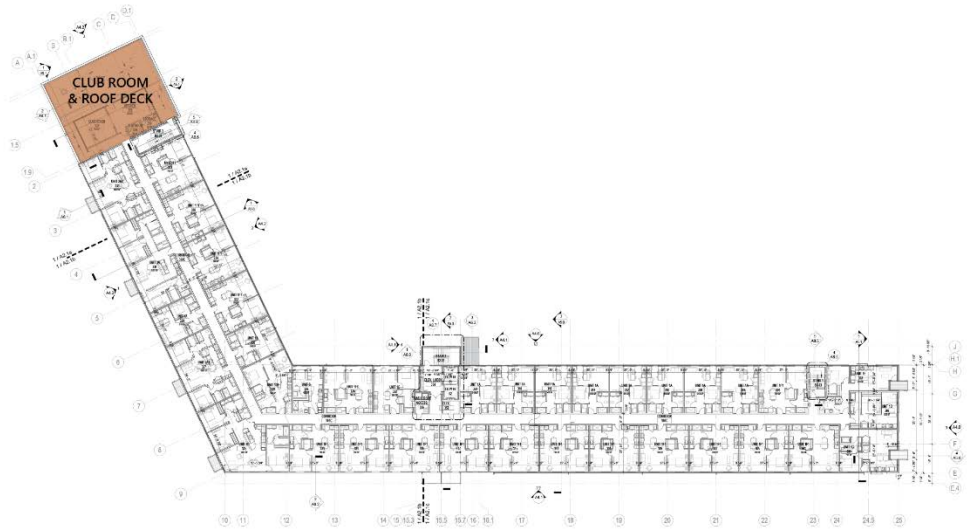


EXHIBIT C

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

EXHIBIT D

Certificate of Completion

MGI COMPLETION GUARANTY

This Guaranty by is made by MANDEL GROUP, INC., a Wisconsin corporation (“**MGI**” or “**Guarantor**”) and SONA LOFTS LLC, a Wisconsin limited liability company (“**Developer**”), to and for the benefit of the City of West Allis, Wisconsin (the “**City**”).

WHEREAS, pursuant to that certain Development Financing Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Development Financing Agreement**”) by and among Developer, 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 (the “**CDA**”) and the City, the City has agreed to make certain financial accommodations available to Developer, on the terms and subject to the conditions set forth in the 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 CDA 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 requires, 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 pursuant to the terms hereof; and,

WHEREAS, MGI is an affiliate of the Developer, and 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 both the Developer and MGI that the Developer 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 CDA, 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 has not made any representations or warranties with respect to, and agrees that the City 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 (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, Guarantor will commence such construction of the Project.

4. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, its successors, and permitted assigns; however, the Guarantor shall not transfer or assign its Obligations to an affiliate or another entity without the written consent of the City. 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 _____, 2021.

MANDEL GROUP, INC.

Name: Barry R. Mandel
Title: Chief Executive Officer

State of Wisconsin)
) ss.
Milwaukee County)

Personally came before me this ____ day of _____, 2021 the above-named Barry R. Mandel, Chief Executive Officer of Mandel Group, Inc. to me known to be the person who executed the foregoing instrument and acknowledged same on behalf of the corporation.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: _____
My Commission: _____

SONA LOFTS LLC

By: Mandel/SoNa Lofts LLC
Its: Manager

By: BR Mandel LLC
Its: Manager

By: _____
Name: Barry R. Mandel
Its: Manager

State of Wisconsin)
) ss.
Milwaukee County)

Personally came before me this ____ day of _____, 2021 the above-named Barry R. Mandel, Manager of BR Mandel LLC, the Manager of Mandel/SoNa Lofts LLC, the Manager of SoNa Lofts LLC, to 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 _____ 2021, by the City of West Allis.

CITY OF WEST ALLIS (“City”)

By: _____
Dan Devine, Mayor

By: _____
Rebecca Grill, City Clerk

Document Number	CERTIFICATE OF COMPLETION
	Document Title

**CERTIFICATE
OF COMPLETION**

**Six Points
Apartments**

Recording Area
Name and Return Address
Joshua P. Roling Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202

Parcel Identification Number (PIN)

Property Address	
Developer:	SONA Lofts LLC, a Wisconsin limited liability company
Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of _____, 2021, as amended or modified, recorded on _____, 2021, 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") 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 _____, 2021, which is evidenced by that certain Memorandum of Agreements recorded on _____, 2021, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____ (the "Memorandum").

Construction was deemed by Authority to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority 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.F, 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 _____, 2021.

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

Name:

Title:

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2021, _____,
_____ 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: