

1 **PURCHASE AND SALE AGREEMENT: APARTMENTS**

2 **THIS PURCHASE AND SALE AGREEMENT: APARTMENTS** (“Agreement”) is
3 made as of the ____ day of May, 2018, between the Community Development Authority of the
4 City of West Allis, a separate body politic created by ordinance of the City of West Allis,
5 pursuant to Section 66.1335 of the Wisconsin Statutes (the “Authority”) and Six Points West
6 Allis Apartments LLC, a Wisconsin limited liability company, (the “Developer”), its successors
7 and/or assigns. The Authority and the Developer are each referred to herein as a party or
8 together as “Parties.”

9 **FOR AND IN CONSIDERATION** of the promises and the undertakings and mutual
10 covenants of the Parties set forth herein, the receipt and sufficiency of which are hereby
11 acknowledged, the Authority and the Developer hereby covenant and agree as follows:

12 1. Property. The Authority hereby agrees to sell and convey to the Developer, and the
13 Developer hereby agrees to buy and pay for that certain parcel of real property within the City of
14 West Allis, Milwaukee County, Wisconsin, consisting of approximately 4.8641 acres of land
15 which is more particularly described and depicted as Lot 2 on Certified Survey Map No. 8966
16 (“CSM”) attached hereto as **Exhibit A – Property** (the “Property” or “Lot 2”). Pursuant to the
17 Wisconsin Tax Increment Law, Wis. Stats. §66.1105 *et seq.*, the Common Council of the City of
18 West Allis created by resolution Tax Incremental District Number 15, City of West Allis, as of
19 July 5, 2016 (the “District”) and approved the project plan (the “Project Plan”) for the District

20 (as amended). The Property is within the boundaries of the District, has been designated by the
21 City of West Allis as blighted and the transaction contemplated by this Agreement and this
22 Agreement is essential to the viability of the District.

23 The sale includes all of the Authority's interest in the Property and every easement,
24 access right, privilege and appurtenance thereto, currently in existence (or to be created pursuant
25 to this Agreement) and all other real property rights and interests of the Authority related to the
26 Property.

27 **2. Project.** The Project will include the construction of approximately 177 market rate
28 apartment units in two, multi-story buildings with approximately 243 underground and
29 approximately 59 surface parking spaces to be built on the Property (the "Apartment Project").
30 The Apartment Project is generally depicted in the attached **Exhibit B – Project Elevation and**
31 **Site Plan.**

32 **3. SoNa Parcel.** The parties also intend to enter into a purchase and sale agreement
33 pursuant to which the Authority would agree to sell to an affiliate of the Developer and such
34 affiliate would agree to acquire from the Authority for One Dollar (\$1.00) certain property
35 owned by the Authority and located to the south of the Property immediately across and adjacent
36 to National Avenue and generally depicted on **Exhibit L – SoNa Parcel** and referred to herein as
37 the "SoNa Parcel." Such affiliate intends to develop the SoNa Parcel for retail and commercial
38 purposes with financial assistance from the Authority, among others.

39 4. **Purchase Price**. The purchase price for the Property shall be One Dollar (\$1.00) (the
40 "Purchase Price") to be paid at Closing (as hereinafter defined) and reflects the environmental
41 condition and blighted nature of the Property as determined by the Authority.

42 5. **Closing**. The closing of the transaction contemplated by this Agreement (the "Closing")
43 will take place within 5 business days after payment in full of the Contract Price toward the
44 Environmental and Capping Work (as such terms are hereinafter defined), or such earlier or later
45 date as may be agreed to by the Developer and the Authority (the "Closing Date") in writing,
46 provided the Authority's contingencies and the Developer's contingencies in connection
47 therewith have been satisfied or waived as herein provided.

48 6. **Environmental and Capping Work**. It has been determined that contaminated soils are
49 located on the Property and the Wisconsin Department of Natural Resources ("WDNR") is
50 requiring that the soils be remediated pursuant to that certain Soil Management Plan: Former
51 Pressed Steel Tank Co. Property dated March 1, 2018, and prepared by GZA GeoEnvironmental,
52 Inc. (as the same may be amended and modified from time to time, the "SMP"). The SMP has
53 been submitted by Developer to the WDNR for the necessary approvals. The Authority hereby
54 agrees to enter into an Environmental and Capping Services Contract with Mandel Development,
55 Inc. (the "Contractor") in substantially the form attached hereto as **Exhibit J** (the "ECS
56 Contract") providing for the Contractor to act as the construction manager/contractor for the
57 performance of the services necessary or desirable to comply with the SMP, including the
58 removal and proper disposal and/or placement of any contaminated soils, the proper capping of

59 contaminated soils that may remain on the Property, the addressing of unique site conditions, the
60 installation of a vapor barrier and related soft costs, services and construction work (the
61 "Environmental and Capping Work"). The ECS Contract will be a guaranteed price contract in
62 the amount of \$2,700,000 (the "Contract Price"), which price includes the cost of services,
63 general conditions and contractor's fee. The Authority shall have no obligations under the ECS
64 Contract, except the timely payment of the Contract Price and, upon request, will agree to
65 cooperate with the Contractor and WDNR to take any steps required to be taken by the Authority
66 in connection with the SMP, if any, including, without limitation, providing any pertinent
67 documentation in the Authority's possession.

68 7. **Services Escrow.** On the Effective Date of the Services Escrow Agreement (as
69 hereinafter defined), unless otherwise agreed to in writing by the parties hereto, the Authority
70 shall place the Contract Price into an escrow account with the Title Company (as hereinafter
71 defined) pursuant to an escrow agreement in a form reasonably acceptable to the parties hereto
72 and which may be on the form approved by Developer's lender and to which the lender may also
73 be a party (the "Services Escrow Agreement"). On the Effective Date of the Services Escrow
74 Agreement, the Developer shall deposit with the Title Company the cash equity required of
75 Developer under the terms of the Financing Agreement and the Services Escrow Agreement.
76 The parties will also cause a fully signed Financing Agreement, a fully signed Development
77 Agreement (as hereinafter defined), a fully signed Memorandum (as hereinafter defined) and
78 fully signed SoNa Easements (as hereinafter defined) to be deposited into escrow to be released

79 upon Closing. The Services Escrow Agreement will provide that, Contractor can draw on the
80 Contract Price to pay the costs of the Environmental and Capping Work as incurred, pursuant to
81 a customary construction draw procedure. The Authority acknowledges that, unless requested in
82 writing by Developer, the Contract Price must be fully disbursed and applied to the
83 Environmental and Capping Work prior to Closing.

84 **8. Conveyance.** The Authority shall, at the Closing and upon receiving payment of the
85 Purchase Price, convey the Property to the Developer by warranty deed in the form to be
86 attached hereto as **Exhibit C –Warranty Deed** (the “Deed”).

87 **9. As Is, Where Is.** Except as otherwise expressly set forth herein and in the documents to
88 be delivered by the Authority at Closing, the Property is being conveyed “as is, where is” by the
89 Authority to the Developer and the Authority has not made, and has no duty or obligation to
90 make, any warranties or representations, written or oral, express or implied, in any way related to
91 the Property.

92 **10. Environmental.** Per a letter dated April 25, 2016, the Wisconsin Department of Natural
93 Resources issued a Case Closure Denial for a missing cap for the Property. The letter is hereby
94 attached as **Exhibit D - Case Closure Denial for Missing Cap**. Upon Closing, the Developer
95 shall be responsible for all costs associated with environmental remediation and all general site
96 preparation.

97 **11. Conditions to Closing.**

98 A. Authority's Contingencies to Closing. The obligation of the Authority to
99 consummate the transactions contemplated hereby is subject to the fulfillment of all of
100 the following conditions on or before the Closing Date (all of which may be waived by
101 the Authority in whole or in part in its sole discretion):

102 (1). Compliance with Agreement. The Developer shall have performed and
103 complied with all of its obligations under this Agreement, in all material respects,
104 to the extent such obligations are to be performed or complied with by the
105 Developer on or before the Closing Date.

106 (2). No Litigation. No litigation, investigation, or other proceeding
107 challenging or affecting the legality of the transaction contemplated by this
108 Agreement, or seeking the restraint, prohibition, damages or other relief in
109 connection with this Agreement or the use intended for the Property by the
110 Developer, shall have been instituted or threatened by any person, agency, or
111 other entity prior to the Closing, which would reasonably be expected to prohibit
112 or materially interfere with the transaction contemplated by this Agreement.

113 (3). Payment of Purchase Price. The Developer shall pay the Purchase Price
114 outlined in the above Section 4.

115 (4). Execution and Delivery of Development Agreement, Memorandum of
116 Agreements and Related Documents. Developer shall have executed and
117 delivered the Development Agreement in substantially the form attached as

118 **Exhibit E** (the "Development Agreement"), the Development Financing
119 Agreement in substantially the form attached as **Exhibit F** together with all of the
120 executed documents therein required (the "Financing Agreement"), the
121 Memorandum of Agreements in substantially the form to be attached as **Exhibit**
122 **G** (the "Memorandum"), the Guaranty of Completion in substantially the form to
123 be attached as **Exhibit K** to be executed by Mandel Group, Inc., the parent of the
124 Developer ("MGI") (the "Completion Guaranty") and the CDA Loan Guaranty in
125 the amount of not more than \$1,500,000 in substantially the form attached as
126 Exhibit I to the Financing Agreement (the "MGI CDA Guaranty").

127 (5). Budgets and Contingent Payment. Developer has agreed to the estimated
128 Project Budget for the Apartment Project in substantially the form to be attached
129 as **Exhibit H** (the "Project Budget"), the estimated Pro Forma for the Apartment
130 Project in substantially the form to be attached as **Exhibit I** (the "Pro Forma"),
131 and the Contingent Payment Calculation as to the Apartment Project in
132 substantially the form to be attached to the Financing Agreement (the "Contingent
133 Payment Calculation"). The Project Budget and the Pro Forma may be updated
134 by the Developer subject to the Authority's reasonable approval and attached as
135 'final' to the Financing Agreement as exhibits and then by executing the
136 Financing Agreement, the Developer will have accepted the terms, conditions,
137 and information outlined in the Project Budget, the Pro Forma, and the Contingent

138 Payment Calculation attached thereto, all to the extent and as more particularly set
139 forth in the Financing Agreement.

140 (6). Representations. Each of the representations and warranties of the
141 Developer in this Agreement shall be true and correct in all material respects as of
142 the Closing Date.

143 (7). Developer Financing. Developer shall have demonstrated that it has
144 secured a loan commitment from a lender and equity commitments sufficient in
145 amount to finance the construction of the Apartment Project upon terms
146 reasonably acceptable to the Developer. A commitment letter approving the
147 financing must be provided to the Authority prior to Closing.

148 (8). Termination. In the event the conditions listed above (the "Authority
149 Conditions") have not been satisfied or waived by the Authority on or before the
150 Closing Date, then the Authority may terminate this Agreement by written notice
151 to the Developer given on or before the Closing Date; provided, however, if the
152 Authority Conditions set forth in subparagraphs (1), (2), or (6) have not been
153 satisfied or waived by such date, the Authority will in good faith consider any
154 request for an extension of these deadlines requested by the Developer if the
155 Developer can demonstrate that it is pursuing satisfaction of the applicable
156 Authority Conditions in good faith and with due diligence. In case of such
157 termination, no Party shall have any further liability under this Agreement except

158 as specifically set forth as surviving termination. Execution and delivery of the
159 Services Escrow Agreement by the parties thereto shall be deemed a satisfaction
160 or waiver of all of the Authority Conditions, except (3) and, with respect to the
161 guaranties only, (4) and closing on the conveyance of the Property shall be
162 deemed a satisfaction or waiver of all of the Authority Conditions.

163 **B. Developer's Contingencies to Closing.** The obligation of the Developer to
164 consummate the transaction contemplated hereby is subject to the fulfillment of all of the
165 following conditions (the "Developer Conditions") on or before the Closing Date as
166 indicated below (all of which may be waived by the Developer in whole or in part, in its
167 sole discretion):

168 (1). Compliance with Agreement. The Authority shall have performed and
169 complied with all of its obligations under this Agreement, in all material respects,
170 to the extent such obligations are to be performed or complied with by the
171 Authority.

172 (2). No Misrepresentation or Breach of Covenants and Warranties. Each of
173 the representations and warranties of the Authority in this Agreement shall be true
174 and correct in all material respects as of the Closing Date.

175 (3). No Litigation. No litigation, threat, investigation, or other proceeding
176 challenging or affecting the legality of the transaction contemplated by this
177 Agreement, or seeking the restraint, prohibition, damages or other relief in

178 connection with this Agreement or the use intended for the Property by the
179 Developer, which would reasonably be expected to have an adverse impact, in
180 any respect, on the Property or the Developer's intended use, individually or in
181 the aggregate shall have been instituted or threatened by any person, agency, or
182 other entity prior to the Closing.

183 (4). Developer's Project Financing.

184 (a) The Developer has secured sources of financing and private equity
185 in the aggregate amount outlined in the Pro Forma with terms reasonably
186 acceptable to the Developer.

187 (b) Developer has secured all necessary approvals and confirmations
188 that all necessary actions by any governmental instrumentality, agency or
189 affiliate (such as but not limited to the Authority and the City of West
190 Allis (the "City")) have been taken for the entry into and implementation
191 of the D-MRO (as hereinafter defined), the CDA Loan (as hereinafter
192 defined), the Participating Loan (as hereinafter defined), this Agreement,
193 the Development Agreement and the Financing Agreement.

194 (c) Developer has secured public financing consistent with the terms
195 and conditions of this Agreement, the Development Agreement and the
196 Financing Agreement and any other documentation necessary to effectuate
197 such public financing.

198 (d) The Authority and the City and any of the other parties thereto
199 shall have executed and delivered the Development Agreement, the
200 Financing Agreement, and the Memorandum of Agreements, as
201 applicable.

202 (e) Developer has secured equity investments in not less than the
203 amount outlined within the Pro Forma.

204 (5). Authority's Approvals, Test, and Reports. The Authority has furnished to
205 the Developer the Due Diligence Documents (as hereinafter defined).

206 (6). Government Approvals. The Developer shall have confirmed prior to
207 Closing that the Developer has obtained adequate assurances of the availability of
208 any governmental permits, easement agreements (including, without limitation,
209 the SoNa Easements), licenses, and approvals that are or may be necessary to
210 develop and use the Property in the manner intended by the Development
211 Agreement; provided, however, if any such approvals cannot be obtained within
212 said time period, the date for Closing shall be extended 30 days until all approvals
213 have been obtained provided the Developer is pursuing such approvals in good
214 faith and with due diligence.

215 (7). Utilities. The Developer shall have been satisfied, in its sole discretion,
216 with the location, availability and suitability of municipal and other utilities in
217 connection with the Developer's intended use of the Property. The Authority

218 makes no representations or warranties concerning the location or the condition of
219 utilities.

220 (8). SoNa Easements. At or prior to the Closing, the Authority shall have
221 executed and delivered, as applicable, the SoNa Easements.

222 (9). Due Diligence. The Developer and its lender shall have been satisfied, in
223 their sole discretion, with the physical condition of the Property, including any
224 environmental conditions, and with the condition of title to the Property.

225 (10). Title Policy. The Title Company shall be ready, willing and able to issue
226 at Closing (upon payment of the premiums and other charges) the Title Policy (as
227 hereinafter defined) insuring fee simple title to the Property to the Developer (to
228 the extent not already issued), subject only to Permitted Encumbrances (as
229 hereinafter defined) and shall irrevocably agree to do so for the Closing.

230 (11). No New Encumbrances. There shall be no new encumbrances against title
231 reflected in the Title Policy or any updated Title Commitment (as hereinafter
232 defined) for the Property, unless approved by the Developer in writing.

233 (12). Contract Price. The Contract Price shall have been fully disbursed to
234 Contractor for payment under the Environmental and Capping Services Contract
235 and Services Escrow Agreement.

236 (13). No Material Change. There shall not have occurred any change, and no
237 circumstance shall have occurred, including, without limitation, with respect to

238 the condition (including, without limitation, the environmental condition) or the
239 zoning or permitting or leasing of the Property, or the commencement or
240 continuation of any condemnation or moratorium affecting the Property which
241 could reasonably be expected to have an adverse impact, in any respect, on the
242 Property or as set forth in the Development Agreement, individually or in the
243 aggregate.

244 (14). Termination. In the event that any of the Developer Conditions have not
245 been satisfied or waived by the Developer on or before Closing, the Developer
246 may, by written notice to the Authority on or before the Closing Date, terminate
247 this Agreement; provided, however, if the Developer Conditions set forth in
248 subsections (4), (6) or (7) have not been satisfied or waived by such date, the
249 Authority will in good faith consider any request for an extension of this deadline
250 requested by the Developer if the Developer can demonstrate that it is pursuing
251 satisfaction of the conditions in good faith and with due diligence. In case of such
252 termination, no party shall have any further liability under this Agreement except
253 as specifically set forth as surviving termination. Closing on the Property shall be
254 deemed as satisfaction or waiver of the Developer Conditions.

255 **12. Obligations and Title Matters.**

256 **A. Authority's Obligations.** The Authority's obligations under this Agreement
257 include;

258 (1). Zoning and Permitting Cooperation. The Authority shall cooperate with
259 the Developer through the term of this Agreement and shall promptly assist in
260 obtaining and expediting the necessary review by the City and in processing all
261 submissions and applications in accordance with the applicable City ordinances.

262 (2). Due Diligence Documents. The Authority has delivered to the Developer
263 such documents in the Authority's or the City's possession or under its control
264 and the Authority shall promptly deliver such additional documents that the
265 Authority may obtain hereafter, as may be requested by the Developer for
266 purposes of evaluating the Property and its ability to use the Property for the use
267 intended by the Developer under this Agreement (collectively, the "Due Diligence
268 Documents").

269 (3). SoNa Easements. At Closing, the Authority shall grant to the Developer
270 the following easements in a form reasonably satisfactory to the Developer and
271 the Authority (collectively, the "SoNa Easements"):

272 (a) A temporary limited easement to dispose of surplus soil from the
273 Property (including soil containing contaminants provided such soil or
274 contaminants are subject to a hazardous waste exemption approved by the
275 applicable governmental authorities to the extent not removed pursuant to
276 the ECS Contract) on the SoNa Parcel and agrees not to charge any fees,

277 costs or expenses in connection therewith, including without limitation
278 tipping fees; and

279 (b) A permanent perpetual easement that shall run with the land and
280 benefit the Property, or the applicable portion thereof, to install, use,
281 operate, construct, improve, maintain, inspect, repair, replace, restore and
282 relocate from time to time, utilities necessary or desirable to develop the
283 Apartment Project, such as, but not limited to, storm water, sewer, cable,
284 electric, gas and water, grading and drainage, on, over and under property
285 owned by the Authority, including the SoNa Parcel.

286 (4). Financial Assistance. Subject to satisfaction of the terms and conditions
287 of this Agreement, in all material respects, the Authority and/or City shall make
288 available to the Apartment Project the following contributions and assistance:

289 (a) The Authority will convey the certain parcel described in **Exhibit**
290 **A – Property** to the Developer or its permitted assignees.

291 (b) The financial assistance more particularly set forth in the
292 Financing Agreement shall be provided to the Developer, which includes:

293 (i) a D-MRO with aggregate annual “Pay-Go TIF” benefits to the
294 Developer of approximately \$16,927,807 (the “D-MRO”), (ii) a loan by
295 CDA to the Developer in the amount of \$1,500,000 (the “CDA Loan”) to
296 be repaid by Developer as more particularly set forth in the Financing

297 Agreement, and (iii) a participating loan in the amount of \$2,500,000 (the
298 "Participating Loan") in accordance with the terms of the Financing
299 Agreement.

300 (5). Operation and Maintenance of the Property before Closing. Between the
301 Effective Date and the Closing, the Authority covenants and agrees that it will:

302 (a) subject to the terms and provisions of this Agreement,
303 continuously operate and maintain the Property in good condition and
304 repair and in the same manner as currently being operated and maintained,
305 and deliver the Property at Closing in the same condition as exists as of
306 the Effective Date, subject to completion of the Environmental and
307 Capping Work and ordinary wear and tear and modifications made by an
308 affiliate of Developer in connection with the construction of the adjacent
309 commercial building (the "Commercial Building");

310 (b) continuously maintain in full force and effect liability insurance
311 coverage with respect to the Property, as typically maintained in the
312 Authority's ordinary course of business;

313 (c) refrain from entering into any new lease, easement, agreement or
314 contract affecting the Property unless approved by the Developer in
315 writing (which approval may be granted or withheld in the Developer's
316 sole discretion) and except for the ECS Contract and certain licenses and

317 easements entered into by an affiliate of Developer and the Authority in
318 connection with the Commercial Building (collectively, the “Commercial
319 Building Easements”); and

320 (d) not do or permit to be done any act with respect to the Property
321 that would adversely affect or make more expensive the Developer’s
322 intended use thereof as set forth in the Development Agreement.

323 **B. Developer’s Obligations.** The Developer’s Obligations under this Agreement
324 include:

325 (1). Approvals. The Developer is responsible, at its sole cost, to seek to obtain
326 all necessary governmental approvals and financing without contingencies as may
327 be required for the Developer’s intended use of the Property as set forth in the
328 Development Agreement.

329 (2). Financial Statements. After Closing and completion of the Apartment
330 Project, the Developer, as owner of the Apartment Project, will deliver certain
331 financial statements to the Authority’s financial consultant (which shall remain
332 confidential subject to the provisions of Section 50) and the financial consultant
333 will report to the Authority on the strength position of each said financial
334 statement. Strength position is defined as the overall net capacity of the
335 Developer, as owner of the Apartment Project, to meet the financial obligations of
336 this Agreement.

337 C. Title Evidence and Documents.

338 (1). Title Commitment. The Developer shall obtain and pay for prior to or at
339 Closing a commitment (the "Title Commitment") from First American Title
340 Insurance Company (the "Title Company") to issue an owner's policy of title
341 insurance (the "Title Policy") to the Developer or its permitted assigns in the
342 amount of the Purchase Price of the Property or such higher amount as reflects the
343 Developer's projected development costs for the Apartment Project which Title
344 Commitment shall show the Authority's title to be merchantable as of the Closing
345 Date, subject only to such liens as will be paid out of the proceeds of closing and
346 such exceptions to title which will not unreasonably inhibit, prohibit or impair the
347 Developer's use of the Property for the Developer's intended uses as set forth in
348 the Development Agreement and which are approved by Developer in writing
349 ("Permitted Encumbrances").

350 (2). Survey. The Developer shall be responsible for obtaining and paying for
351 an ALTA/ASCM all-urban standards survey ("Survey") of the Property.

352 (3). Objections. The Developer, at least twenty (20) calendar days prior to
353 Closing shall submit to the Authority in writing a list of matters affecting the
354 Property to which the Developer objects ("Title Objections"). Such Title
355 Objections shall not have been caused by Developer Contractor, or any of their
356 affiliates. The Authority shall have fifteen (15) calendar days to remove or cause

357 the Title Company to insure over the Title Objections. Failure of Authority to
358 notify Developer that said objections will be removed or waived constitutes
359 refusal of Authority to agree to such waiver or removal. The Developer reserves
360 the right to approve the means and methods by which the Authority proposes to
361 remove or cause the Title Company to insure over the Title Objections. In the
362 event that the Authority is unable or unwilling to remove the Title Objections to
363 the Developer's satisfaction, the Developer shall have five (5) days from the
364 expiration of such fifteen (15) day period, to deliver written notice to the
365 Authority waiving the Title Objections. If the Developer does not waive the Title
366 Objections, then this Agreement shall be null and void and both the Developer
367 and the Authority shall have no further liabilities under this Agreement.

368 **D. Assessments.** As of the date hereof and as of the Closing Date, the Property is
369 not and will not be subject to real estate taxes or assessments and thus there are no special
370 assessments or charges outstanding for public improvements, which remain unpaid, that
371 have been made, or will have been made against the Property. The Developer shall pay
372 all taxes, special assessments, and charges first made against the Property after the
373 Closing Date.

374 **13. Development Agreement and Financing Agreement.** Prior to start of construction, the
375 Authority and the Developer shall agree on a final Project Budget for the Apartment Project
376 substantially in the form to be attached as **Exhibit H** and a final Pro Forma in substantially the

377 form to be attached as **Exhibit I**. The Authority will be engaging its own construction cost
378 consultant to review the Project Budget and to monitor final costs. The Authority agrees to
379 consider using the same construction cost consultant as is being used by the Developer's
380 mortgage lender in connection with the Apartment Project. The Developer agrees to cooperate
381 with the consultant and provide such information as it may request to satisfy this section. On or
382 before Closing, the Developer, the Authority and the City, as applicable, shall enter into the
383 Development Agreement and the Financing Agreement, forms of which agreements are attached
384 hereto.

385 14. Intentionally Deleted.

386 15. Intentionally Deleted.

387 16. Payment In Lieu of Taxes. Ownership of the Property, or any part thereof, by any
388 person, partnership, corporation, or entity, which in any manner renders any part of the Property
389 exempt from property taxation during the life of Tax Increment District Number 15 shall result
390 in a payment in lieu of taxes from the owner of that portion of the Property that is so exempt to
391 the City each year in an amount equal to the amount of taxes that would be due and owing on
392 that portion of the Property if that portion was not tax exempt. Such payment shall be due,
393 payable and collected in the same manner as property taxes, to the extent permitted by law. The
394 Developer, its successors, and assigns as the owners or occupants of the Property waive the right
395 to contest the validity of this provision. This Section shall automatically terminate upon the
396 termination of Tax Increment District Number 15.

397 17. Intentionally Deleted.

398 18. Memorandum of Agreements. The Authority and the Developer agree that, on or
399 before Closing, they will execute a Memorandum of this Agreement, the Financing Agreement
400 and the Development Agreement to be recorded in the Office of the Register of Deeds of
401 Milwaukee County, Wisconsin (the "Register's Office") against the Property in substantially the
402 form to be attached hereto as **Exhibit G**. The Parties further agree that the Memorandum shall
403 be recorded prior to the Developer attaching any mortgage, lien, or other encumbrance on the
404 Property except for any mortgage or lien granted to a lender in connection with its construction
405 and permanent loans on the Property.

406 19. Intentionally Deleted.

407 20. Intentionally Deleted.

408 21. Closing and Closing Costs. The Closing shall be held at such place as the Parties may
409 mutually agree, on the Closing Date.

410 A. Closing will be through an escrow account with the Title Company.

411 B. Closing Costs will be allocated as follows:

412 (1). The Developer shall pay the cost to record the Deed and its loan
413 documents;

414 (2). The Authority shall pay any transfer fee arising by reason of transfer of
415 the Property;

416 (3). The Authority shall pay the recording fee for any satisfaction of its
417 existing liens and encumbrances and the Memorandum;

418 (4). Each Party shall pay its own attorney's and other professional fees; and

419 (5). All other non-specified closing costs, including the costs of the Title
420 Commitment, Title Policy and Survey shall be paid by the Developer.

421 **22. Representations and Warranties.**

422 A. **Authority's Representations and Warranties.** The Authority hereby represents
423 and warrants that as of the date hereof and as of the Closing Date:

424 (1). Organization; Good Standing. The Authority is a Community
425 Development Authority duly organized and validly existing under Sec. 66.1335 of
426 the laws of the State of Wisconsin. The Authority has full power and authority to
427 sell, own, or hold under lease its properties and assets and to carry on its business
428 as presently conducted, to enter into this Agreement, and to carry out the
429 transactions contemplated hereby.

430 (2). Authorization. The execution and delivery of this Agreement and the
431 consummation by the Authority of the transaction contemplated hereby are within
432 the power and authority of the Authority and have been duly authorized by all
433 necessary actions on the part of the Authority and the persons executing this
434 Agreement on behalf of the Authority have been duly authorized.

- 435 (3). No Violation or Conflict. The execution, delivery, and performance of
436 this Agreement by the Authority does not and will not conflict with or violate any
437 law, regulation, judgment, deed restriction, order, decree, or any contract or
438 agreement to which the Authority is a party or by which it is bound.
- 439 (4). Floodplain. No part of the Property is located in a floodplain, flood
440 hazard area, shore land, wetland, or similarly restricted area.
- 441 (5). Liens. Except for the work performed pursuant to the ECS Contract, all
442 work performed or materials furnished for lienable work on the Property
443 contracted for by the Authority shall have been fully paid for, and the Authority
444 shall provide the Developer with appropriate lien waivers or releases from any
445 and all contractors, laborers, or materialmen furnishing labor or material for
446 lienable work on the Property during the six (6) months preceding the Closing
447 Date and contracted for by the Authority.
- 448 (6). Leases. There are no written or oral leases, occupancy agreements or
449 rights of possession affecting the Property, except for the Commercial Building
450 Easements. There are no rights of first refusal, options to purchase or other
451 restrictions upon the free transferability of the Property.
- 452 (7). Service Agreements. There is no existing service, maintenance,
453 management or any other agreements with regard to the Property, except once
454 entered into, the ECS Contract.

455 (8). No Default, Violation or Litigation. Regarding the Property and, to the
456 Authority's knowledge, the Authority is not in violation of any regulation, law,
457 order of any court, federal, state, or municipal, or other governmental department,
458 commission, board, bureau, agency or instrumentality, or restriction or covenant
459 contained in any agreement or document of title (including, without limitation,
460 legislation, regulations and agreements applicable to environmental protection,
461 civil rights, public and occupational health and safety), nor has the Authority
462 received any notice of noncompliance that has not been remedied, except as set
463 forth in subsection (9) below as to certain environmental conditions. To the
464 Authority's knowledge, there are no lawsuits, proceedings, claims, governmental
465 investigations, citations or actions of any kind pending or threatened against the
466 Authority or against the Property nor is there any basis known to the Authority for
467 any such action, and there is no action, suit or proceeding by any governmental
468 agency pending or threatened which questions the legality, validity or propriety of
469 the transaction contemplated hereby nor is there any basis known to the Authority
470 for any such action.

471 (9). Laws. Except for the exhibits and schedules attached to this Agreement
472 relating to environmental condition and any documents listed thereon, there is no
473 government agency or court order requiring repairs, alterations, or corrections of
474 or relating to the Property or any condition which might be cause for any such

475 order, and to the Authority's knowledge, the Property complies with all laws.
476 Further, except for **Exhibit D** and the documents referenced therein or provided
477 to Developer by the Authority prior to the date hereof relating to the
478 environmental condition, to the Authority's knowledge, there is no violation of
479 any law or any building, zoning, environmental, or other ordinance, code, rule, or
480 regulation and no notice from any governmental body or other person has been
481 served upon the Authority or upon the Property, claiming the violation of any
482 such law, ordinance, code rule, or regulation; there are no legal actions, suits, or
483 administrative proceedings, including condemnation, pending or threatened
484 against the Property.

485 (10). Access and Utilities. The Authority makes no warranty or representation
486 with respect to access or the availability or adequacy of public and private utilities
487 required for the operation of the Project to be constructed on the Property.

488 (11). Zoning. The Authority shall provide assistance to obtain the proper
489 zoning, provided that the Developer is responsible at its sole cost to obtain zoning
490 approvals from the City's Development Department and approval from City's
491 Plan Commission for the improvements to be constructed on the Property as
492 contemplated in the Development Agreement.

493 (12). Warranty. The Authority acknowledges that the warranties and
494 representations made herein and by the Authority are a material inducement to the

495 Developer entering into this Agreement, the Developer is entitled to rely upon
496 these warranties and representations despite independent investigation undertaken
497 by the Developer and that the warranties and representations made here and by
498 the Authority shall survive the Closing and the execution and delivery of the
499 Deed.

500 **B. Developer's Representations and Warranties.** The Developer hereby
501 represents and warrants that as of the date hereof and as of the Closing Date:

502 (1). Organization; Good Standing. The Developer is a Wisconsin limited
503 liability company duly organized and validly existing under the laws of the State
504 of Wisconsin and authorized to do business in the State of Wisconsin. The
505 Developer has full power and authority to acquire and own real estate and to carry
506 on its business as presently conducted, to enter into this Agreement, and to carry
507 out the transaction contemplated hereby.

508 (2). Authorization. The execution and delivery of this Agreement and the
509 consummation by the Developer of the transaction contemplated hereby are
510 within the power and authority of the Developer and have been duly authorized
511 by all necessary actions on the part of the Developer, and the persons executing
512 this Agreement on behalf of the Developer have been duly authorized.

513 (3). No Violation or Conflict. The execution, delivery, and performance of
514 this Agreement by the Developer do not and will not conflict with or violate any

515 law, regulation, judgment, deed restriction, order, decree, or any contract or
516 agreement to which the Developer is a party or by which it is bound.

517 (4). Litigation. To the Developer's knowledge, there are no lawsuits,
518 proceedings, claims, governmental investigations, citations or action of any kind
519 pending or threatened against the Developer, nor is there any basis known to the
520 Developer for any such action, and there is no action, suit or proceeding by any
521 governmental agency pending or threatened which questions the legality, validity
522 or propriety of the transactions contemplated hereby nor is there any basis known
523 to the Developer for any such action.

524 (5). Warranty. The Developer acknowledges that the warranties and
525 representations made here and by the Developer are a material inducement to the
526 Authority entering into this Agreement, the Authority is entitled to rely upon
527 these warranties and representations despite independent investigation undertaken
528 by the Authority and that the warranties and representations made here and by the
529 Developer shall survive the Closing and the execution and delivery of the Deed.

530 C. Waiver and Release. Except to matters otherwise specifically set forth herein,
531 including this Section 22, in any closing documents signed in connection with this
532 Agreement, such as, but not limited to, the Development Agreement and the Financing
533 Agreement, if this transaction closes, the Developer agrees to waive, release and forever
534 discharge the Authority and the Authority's officers, employees and agents or any other

535 person acting on behalf of the Authority of and from any claims, actions, causes of
536 action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or
537 indirect, known or unknown, foreseen or unforeseen, which the Developer now has or
538 which may arise in the future on account of or in any way growing out of or connected
539 with this transaction. This waiver and release does not extend to any matter with respect
540 to which the Authority had actual notice or knowledge prior to Closing and failed to
541 disclose to the Developer or to any breach of this Agreement.

542 **23. Time of the Essence.** Time is of the essence with respect to all obligations arising
543 hereunder.

544 **24. Brokers.** The Authority shall be responsible for and shall indemnify and hold the
545 Developer and its affiliates harmless for any claim for commission made by any agent or broker
546 claiming to have acted on the Authority's behalf or otherwise in connection with the sale or
547 conveyance of the Property. The Developer shall be responsible for and shall indemnify and
548 hold the Authority harmless for any claim for commission made by any agent or broker claiming
549 to have acted on the Developer's behalf or otherwise in connection with leasing of any portion of
550 the Property.

551 **25. Closing Documentation.** The Closing on the purchase and sale of the Property shall
552 occur by placing all documents and funds into a trust or escrow with Title Company, at least one
553 business day prior to the Closing Date. The Title Company shall prepare a closing statement
554 setting forth a summary of the Purchase Price and debits and credits to the Developer and the

555 Authority for Closing. The Title Company shall provide and record at Closing a properly
556 completed Wisconsin Real Estate Transfer Return. A Payout Letter shall be delivered at Closing
557 for any mortgages or other liens being satisfied as of the Closing Date.

558 A. At least one business day prior to the Closing, the Authority shall deliver to Title
559 Company with directions to record and/or deliver to the Developer at Closing fully
560 executed originals of the following (as applicable):

561 (1). Warranty Deed. The Deed to the Property.

562 (2). Development Agreement. The Development Agreement executed by the
563 Authority.

564 (3). Financing Agreement. The Financing Agreement executed by the City
565 and the Authority.

566 (4). Memorandum of Agreements. The Memorandum executed by the City
567 and the Authority.

568 (5). Title Affidavits. Owner's Affidavit and standard GAP affidavit required
569 by the Title Company for title insurance purposes.

570 (6). Other Documents. Such other documents and instruments reasonably
571 requested by the Title Company or the Developer to consummate the transactions
572 contemplated by this Agreement, including the CDA Loan, the Participating
573 Loan, and the public financing.

574 B. At least one business day prior to the Closing, the Developer shall deliver to Title
575 Company with directions to record and/or deliver to the Authority at Closing fully
576 executed originals of the following (as and if applicable):

- 577 (1). Purchase Price. The Purchase Price set forth in Section 4.
- 578 (2). Development Agreement. The Development Agreement.
- 579 (3). Development Financing Agreement. The Financing Agreement.
- 580 (4). Memorandum of Agreements. The Memorandum.
- 581 (5). Guaranties. The Completion Guaranty and the MGI CDA Guaranty.

582 C. At least one business day prior to the Closing, the Authority and/or the City, as
583 applicable, shall deliver to Title Company with directions to record and/or deliver to the
584 Developer at Closing fully executed originals of the following (as applicable):

- 585 (1). Development Financing Agreement. The Financing Agreement.
- 586 (2). Development Agreement. The Development Agreement.
- 587 (3). The Memorandum of Agreements. The Memorandum.

588 26. **Possession**. At Closing, the Authority shall deliver to the Developer legal and physical
589 possession of the Property.

590 27. **Independent Consideration and Project Documents**. In the event the Developer
591 terminates this Agreement prior to Closing, the Developer shall deliver to the Authority the
592 Survey, the Title Commitment and any environmental reports prepared for the Developer and
593 shall pay to the Authority One Hundred and No/100 Dollars (\$100.00) as consideration for

594 entering into this Agreement (the "Independent Consideration"), which amount the Parties
595 bargained for and agreed to as consideration for the Authority's grant to the Developer of the
596 Developer's exclusive right to purchase the Property pursuant to the terms hereof and for the
597 Authority's execution, delivery and performance of this Agreement. Each Party waives any and
598 all claims or defenses to enforceability of this Agreement in any way predicated upon the broad
599 discretion afforded the Developer in evaluating the satisfaction of conditions precedent to the
600 Developer's performance. The provisions of this Section 27 shall survive termination of this
601 Agreement.

602 **28. Condemnation.** If, prior to the Closing Date, an authority other than the Authority itself
603 takes the Property or any material portion thereof by power or exercise of eminent domain, or
604 institutes any proceedings to effect such a taking, the Authority shall immediately give the
605 Developer notice of such occurrence, and the Developer shall have the option to terminate this
606 Agreement, whereupon no Party shall have any obligation to another under this Agreement;
607 provided, however, if such action is instituted by the Authority, the Authority shall reimburse the
608 Developer for actual pre-development expenses incurred by the Developer prior to the date of
609 such notice. If this Agreement is not so terminated, the conveyance that is the subject of this
610 Agreement shall be completed and the Developer shall receive all proceeds of such
611 condemnation. As used herein, a material portion of the Property shall be deemed taken if the
612 same shall unreasonably interfere with the intended use of the Property by the Developer.

613 **29. No Partnership or Venture.** The Developer and its contractors or subcontractors shall
614 be solely responsible for the completion of the Apartment Project. Nothing contained in this
615 Agreement shall create or effect any partnership, venture or relationship between the Authority
616 and the Developer or any contractor or subcontractor employed by the Developer in the
617 construction of the Apartment Project. No elected official, member, officer, or employee of the
618 Authority during his/her tenure or for one year thereafter, will have or shall have had any
619 interest, direct or indirect, in this Agreement or any proceeds thereof.

620 **30. Notices.** All notices permitted or required by this Agreement shall be given in writing
621 and shall be considered given upon receipt if hand delivered to the party or person intended, or
622 one calendar day after deposit with a nationally recognized overnight commercial courier
623 service, or two (2) business days after deposit in the United States mail, postage prepaid, by
624 certified mail, return receipt requested, addressed by name and address to the party or person
625 intended as follows:

626 To the Authority: Community Development Authority of the City of West Allis
627 Office of the Executive Director
628 7525 West Greenfield Avenue
629 West Allis, WI 53214
630 Attn: Executive Director
631

632 With a copy to: City of West Allis
633 Office of the City Attorney
634 7525 West Greenfield Avenue
635 West Allis, WI 53214
636 Attn: City Attorney
637

638 To Developer: Six Points West Allis Apartments LLC
639 330 East Kilbourn Avenue
640 Suite 600 South
641 Milwaukee, WI 53202
642 Attn: Barry R. Mandel
643

644 With a copy to: Foley & Lardner LLP
645 777 East Wisconsin Avenue
646 Milwaukee, WI 53202
647 Attn: Sarah O. Jelencic
648
649
650

651 **31. Further Assurances.** Following the Closing Date, each of the Parties will take such
652 further actions and execute and deliver such additional documents and instruments as may be
653 reasonably requested by any other Party in order to perfect and complete the purchase and sale of
654 the Property as set forth herein as well as any other transactions specifically contemplated herein.

655 **32. Waiver of Terms.** Except as otherwise provided herein, any of the terms or conditions
656 of this Agreement may be waived at any time by the Party or Parties entitled to benefit thereof,
657 but only by a written notice signed by the Party or Parties waiving such terms or conditions. The
658 waiver of any term or condition shall not be construed as a waiver of any other term or condition
659 of this Agreement.

660 **33. Right of Entry.**

661 **A. To Developer.** The Authority grants to the Developer, its agents and contractors,
662 the right to enter upon the Property, subject to the insurance requirements below, at all
663 reasonable times prior to closing for the purpose of performing the physical and

664 environmental tests, investigations, testing and analysis of the Property and the feasibility
665 of the Property for the Developer's intended use thereof. However, the Developer must
666 restore the Property to substantially its previous condition if the Closing does not occur
667 and this Agreement and the Development Agreement are terminated, except for any
668 remediation work completed pursuant to the Environmental Services Contract; such work
669 shall remain "as is." The Developer must provide the Authority copies of all written
670 reports generated from such investigation. Developer shall so restore the site and provide
671 copies of reports within 30 days of termination. The provisions of Section (33)(a) shall
672 survive the termination of this Agreement.

673 (1) Before entering the Property, Developer shall obtain and maintain in full force
674 and effect, at its own expense: (i) workers' compensation insurance required
675 under state law, if applicable; (ii) a policy of insurance written by one or more
676 responsible insurance carrier(s), which will include Authority as an additional
677 insured, insuring against liability for injury to persons and/or property and
678 death of any person or persons occurring in, on or about Property arising from
679 Developer's conduct, with a liability limit of not less than \$1,000,000 per
680 occurrence, and \$3,000,000 general aggregate limit, and which shall not be
681 canceled except after thirty (30) days written notice to Authority; and (iii)
682 umbrella or excess liability insurance providing a minimum limit of
683 \$5,000,000.00 per occurrence and in the aggregate. Before entering the

684 Property, Developer shall furnish Authority with evidence of insurance
685 reasonably acceptable to Authority demonstrating compliance with the terms
686 of this subsection, including but not limited to a certificate of insurance and
687 endorsements naming the Authority as an additional insured, waiving the
688 insurance company's right to recover against the Authority, providing notice
689 of cancellation for all causes, and making Developer's insurance primary and
690 noncontributory.

691 **B. Cooperation.** The Parties shall cooperate with each other and their respective
692 agents and contractors to facilitate the timely and accurate completion of the aforesaid
693 tests, examinations, inspections and remedial activities.

694 **C. License.** The Parties acknowledge that this right of entry is a license only and
695 does not constitute a lease of or grant of any easement or other interests in real property;
696 and each agree that in the exercise of such right they shall comply with all valid laws,
697 ordinances, rules, orders or regulations of the United States, the State of Wisconsin, the
698 County of Milwaukee, City or any agencies, departments, districts or commissions
699 thereof.

700 **34. Amendment of Agreement.** This Agreement may be amended, supplemented, or
701 modified at any time, but only by a written instrument duly executed by the Authority and the
702 Developer.

703 35. **Governing Law and Venue.** This Agreement shall, in all respects whether as to
704 validity, construction, capacity, performance, or otherwise, be governed by the laws of the State
705 of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be
706 commenced and maintained only in a court of competent jurisdiction in the state or federal courts
707 located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the
708 exclusive jurisdiction of such courts.

709 36. **As Is, Where Is.**

710 A. **Sale.** The sale of the Property to the Developer hereunder shall be **AS IS,**
711 **WHERE IS,** as described in Section 9 with all faults and without representation or
712 warranty of any kind except as expressly provided in this Agreement and in the
713 documents delivered at Closing and any other warranties or representations of any kind
714 made either orally or in writing by any agent or representative of the Authority or anyone
715 purporting to be an agent or representative of the Authority shall be of no force and
716 effect. Except as expressly provided in this Agreement and in the documents delivered at
717 Closing, the Developer hereby acknowledges that it does not rely upon any representation
718 or warranty made by the Authority or by the Authority's agents and, except as expressly
719 provided in this Agreement and in the documents delivered at Closing, none have been
720 made.

721 B. **Developer's Investigation.** Prior to Closing, the Developer, with the cooperation
722 and assistance of the Authority as provided in this Agreement, will have investigated and

723 will have knowledge of operative or proposed governmental laws and regulations
724 (including, but not limited to, zoning, environmental and land use laws and regulations)
725 to which the Property is or may be subject and, based upon the foregoing, the Developer
726 shall accept the Property upon the basis of its review and determination of the
727 applicability and effect of such laws and regulations, except as expressly provided in this
728 Agreement.

729 C. **Warranties.** The Developer further acknowledges that Authority, its agents and
730 employees and other persons acting on behalf of Authority have made no representation
731 or warranty of any kind in connection with any matter relating to the condition, value,
732 fitness, use or zoning of the Property upon which the Developer has relied directly or
733 indirectly for any purpose other than as may be expressly provided in this Agreement and
734 in the documents delivered at Closing.

735 37. **Successors and Assigns.** This Agreement and all rights and obligations therein,
736 including but not limited to the indemnification provisions thereunder, may be assigned in whole
737 or in part by the Developer to an affiliated entity upon notice to the Authority. For purposes of
738 this Section 37, the term "affiliated entity" shall mean an entity controlling or controlled by or
739 under common control with the Developer. This Agreement may also be collaterally assigned in
740 whole or in part by the Developer to any lender or lenders holding a mortgage on all or any part
741 of the Property. No such lender shall have any liability hereunder unless said lender elects to
742 effectuate such assignment and exercise the Developer's rights hereunder.

743 **38. Execution in Counterparts.** This Agreement may be executed simultaneously in one or
744 more counterparts, each of which shall be deemed an original Agreement, but all of which
745 together shall constitute one and the same instrument.

746 **39. Titles and Headings.** Titles and headings to sections or subsections are for purposes of
747 references only and shall in no way limit, define, or otherwise affect the provisions herein.

748 **40. Entire Agreement.** This Agreement, including the schedules and Exhibits annexed
749 hereto, and listed below. All the schedules and Exhibits constitute the entire agreement and
750 supersede all other prior agreements and understandings, both written and oral, by the Parties or
751 any of them, with respect to the subject matter hereof.

- 752 Exhibit A - Property
- 753 Exhibit B - Project Elevation and Site Plan
- 754 Exhibit C - Warranty Déed Form
- 755 Exhibit D - Case Closure Denial for Missing Cap
- 756 Exhibit E - Development Agreement
- 757 Exhibit F - Development Financing Agreement
- 758 Exhibit G - Memorandum of Agreements
- 759 Exhibit H - Development Project Budget
- 760 Exhibit I - Pro Forma
- 761 Exhibit J - Environmental Services and Capping Agreement
- 762 Exhibit K - Completion Guaranty

763 Exhibit L - SoNa Parcel

764 41. **Interpretation.** Unless the context requires otherwise, all words used in this Agreement
765 in the singular number shall extend to and include the plural, all words in the plural number shall
766 extend to and include the singular, and all words in any gender shall extend to and include all
767 genders.

768 42. **Construction.** The Authority and the Developer acknowledges that each party and its
769 counsel have reviewed and revised this Agreement and that the normal rule of construction to the
770 effect that any ambiguities are to be resolved against the drafting party shall not be employed in
771 the interpretation of this Agreement or any amendments or exhibits hereto.

772 43. **Severability.** If any term or provision of this Agreement is determined to be invalid,
773 illegal or incapable of being enforced by any rule or law, or public policy, all other conditions
774 and provisions of this Agreement shall nevertheless remain in full force and effect. If the
775 Developer or its successors or assigns challenge or obtain a ruling that provisions of Section 16
776 are invalid, this Agreement shall be void and the provisions of Section 44 shall apply.

777 44. **Default Provisions and Remedies.**

778 A. **Authority Remedies.** In the event that the purchase and sale of the Property is
779 not consummated because of an Event of Default (as hereinafter defined) by the Developer, the
780 Authority shall have the right to terminate this Agreement by written notice to Developer and
781 Developer shall pay to the Authority as the Authority's sole remedy, the Liquidated Damages
782 Amount (as hereinafter defined), whereupon neither Party shall have any further obligation to the

783 other under this Agreement, except for those agreements, which by their terms, expressly survive
784 termination of this Agreement. The term "Liquidated Damages Amount" shall mean an amount
785 equal to the amount of the Contract Price that has been disbursed, if any, to pay for the
786 Environmental and Capping Work under the Services Escrow Agreement.

787 **B. Developer Remedies.** In the event that the purchase and sale of the Property is
788 not consummated because of the Authority's failure to perform its obligations under this
789 Agreement or if the Authority causes any default, then the Developer shall have the following
790 rights and remedies, which shall be cumulative to the fullest extent permitted by law: (1) to seek
791 injunctive relief; (2) to bring an action for specific performance; (3) to terminate this Agreement
792 upon notice to the Authority, whereupon the Developer and the Authority shall have no further
793 rights, obligations or liabilities hereunder, except for those agreements, which by their terms,
794 expressly survive termination of this Agreement; and (4) to bring an action for direct money
795 damages.

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

800 **D. Event of Default.** A breach of any of the material provisions of this Agreement
801 shall constitute a default. In addition, the following shall constitute an "Event of Default"
802 by the Developer under this Agreement:

- 803 (1). The Developer fails to perform or satisfy any of its obligations under this
804 Agreement or the Development Agreement whether prior to or after Closing
805 within thirty (30) days following written notice from the Authority; provided,
806 however, if the default is not reasonably susceptible of cure within such thirty
807 (30) day period, then the Developer shall have such additional period of time to
808 cure the default as long as the Developer is diligently pursuing such cure to
809 completion, not to exceed thirty (30) additional days.
- 810 (2). The Developer becomes insolvent or generally does not pay or becomes
811 unable to pay or admits in writing to its inability to pay its debts as they mature.
- 812 (3). The Developer makes an assignment for the benefit of creditors or to an
813 agent authorized to liquidate any substantial amount of assets.
- 814 (4). The Developer becomes the subject of an "order for relief" within the
815 meaning of the United States Bankruptcy Code or files a petition in bankruptcy,
816 for reorganization or to affect a plan or other arrangement with creditors.
- 817 (5). The Developer has a petition or application filed against it in bankruptcy
818 or any similar proceeding or has such a proceeding commenced against it, and
819 such petition, application or proceeding shall remain undismissed for a period of
820 ninety (90) days or the Developer shall file an answer to such petition or
821 application, admitting the material allegations thereof.

822 (6). The Developer applies to a court for the appointment of a receiver or
823 custodian for any of its assets or properties or has a receiver or custodian
824 appointed for any of its assets or properties, with or without consent, and such
825 receiver shall not be discharged within ninety (90) days after his appointment.

826 (7). The Developer adopts a plan of complete liquidation of its assets.

827 **45. No Reliance.** No third party, except for the City as to Section 16 of this Agreement, is
828 entitled to rely on any of the representations, warranties, or agreements of the Developer or the
829 Authority contained in this Agreement. The Parties assume no liability to any third party
830 because of any reliance on the representations, warranties and agreements of the Parties
831 contained in this Agreement.

832 **46. Survive the Closing.** The agreements, covenants, warranties and representations
833 contained herein shall survive the Closing of the transaction contemplated herein. Following
834 completion of the Apartment Project, the Authority agrees to provide upon request a written
835 certificate of completion in a form mutually agreed to by the parties that confirms completion of
836 the Apartment Project and termination of those provisions of this Agreement that, by their
837 nature, terminate upon Apartment Project completion.

838 **47. Representations and Warranties.** All representations and warranties contained in any
839 certificate, instrument, or document executed and delivered by any Party pursuant to this
840 Agreement and the transactions contemplated hereby prior to Closing shall, unless otherwise
841 expressly provided therein or in this Agreement, be deemed representations and warranties by

842 such Party solely for purposes of establishing if a breach of any representation or warranty has
843 occurred hereunder and nothing contained herein will in any way modify, change or prolong the
844 survival or term of any such warranty or representation.

845 **48. Binding Effect.** The terms and conditions of this Agreement shall be binding upon and
846 benefit the Parties and their respective successors and assigns.

847 **49. Good Faith.** The Parties covenant and agree to act in good faith in the performance and
848 enforcement of the provisions of this Agreement.

849 **50. Confidentiality Agreement.** The Authority acknowledges that certain portions of the
850 materials to be exchanged pursuant to this Agreement (e.g., financial statements, excel files,
851 models and spread sheets, project models) contain sensitive and proprietary information relating
852 to the Developer, the Property, and the Apartment Project and that disclosure could cause
853 irreparable harm if such materials were to be made available to the general public. Additionally,
854 certain of the materials to be exchanged may be trade secrets or copyrighted. The Parties further
855 acknowledge that the Authority is subject to the requirements of the Wisconsin Public Records
856 Law, Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records are subject to
857 public disclosure, unless there is a statutory, common law, or public policy reason for
858 nondisclosure. The Parties acknowledge that this Agreement is subject to the provisions of the
859 Public Records Law of the State of Wisconsin (Wis. Stat. Section 19.21 et seq.) This
860 Agreement, the Development Agreement, the Financing Agreement, and other attachments to
861 this agreement are deemed to be public records. Instead of providing directly to the Authority or

862 the City, the Developer may deliver the Project Budget, Pro Forma, project financial models,
863 other documents that contain the Developer's financial information and/or certain financial
864 statements to the Authority's or City's financial consultant (which information shall remain
865 confidential, except to the extent attached to this Agreement, the Development Agreement,
866 and/or the Financing Agreement or any of their exhibits) and the financial consultant will report
867 to the Authority and the City on the contents thereof. Should the Authority receive a records
868 request for the Developer's Pro Forma, project financial models, or other documents that contain
869 the Developer's financial information, the Authority shall notify the Developer of the request and
870 afford the Developer a reasonable period of time (not to exceed ten (10) business days) to
871 respond to the Authority. If the Developer objects to release of the requested record(s) or part
872 thereof, the Authority shall perform the common law balancing test. If the Authority determines
873 that the balance falls in favor of non-disclosure, it shall so inform the Developer and the
874 requestor. If the Authority determines that the balance falls in favor of disclosure, it shall so
875 notify the Developer and the requestor and afford the Developer a reasonable time (not to exceed
876 ten (10) business days) to commence an action seeking to prevent disclosure of the record(s). If
877 and to the extent that the exhibits attached to the Financing Agreement are insufficient to
878 indicate the rationale used by the Authority or the City to size the public assistance provided to
879 the Apartment Project, then the Authority and the City may disclose such other information as
880 the Authority and the City deem reasonably necessary to justify the level of public assistance so
881 long as all excel files, models and spread sheets are kept confidential as set forth herein.

882 51. **Force Majeure**. No Party shall be responsible to the other Party for any resulting losses,
883 and it shall not be an Event of Default hereunder, if fulfillment of any of the terms of this
884 Agreement is delayed or prevented by reason of acts of God, inclement weather, civil disorders,
885 wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods, legally required
886 environmental remedial actions, shortage of materials, relocation of utilities, or by other cause
887 not within the control of the Party whose performance was interfered with ("Force Majeure"),
888 and which by the exercise of reasonable diligence such Party is unable to prevent. The time for
889 performance shall be extended by the period of delay occasioned by such Force Majeure.

890

[Signature Pages Follow]

AGREED TO BY AND BETWEEN the Developer and the Authority on the date first set forth above.

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS

By: John F. Stibal
John F. Stibal, Executive Director

Dated: 5-1-18

Approved as to form this 1st day
of May, 2018.

Jenna Merten
Jenna Merten, Deputy City Attorney

**SIX POINTS WEST ALLIS APARTMENTS
LLC**

**By: Mandel/Six Points West Allis Apartments
LLC**

By: BM All

Name:

Its:

Dated: May 1, 2018

EXHIBITS TABLE

- Exhibit A - Property**
- Exhibit B - Project Elevation and Site Plan**
- Exhibit C - Warranty Deed**
- Exhibit D - Case Closure Denial for Missing Cap**
- Exhibit E - Development Agreement**
- Exhibit F - Development Financing Agreement**
- Exhibit G - Memorandum of Agreements**
- Exhibit H - Project Budget**
- Exhibit I - Pro-Forma**
- Exhibit J - Environmental Services and Capping Agreement**
- Exhibit K - Completion Guaranty**
- Exhibit L - SoNa Parcel**

EXHIBIT A

Property

(See attached)

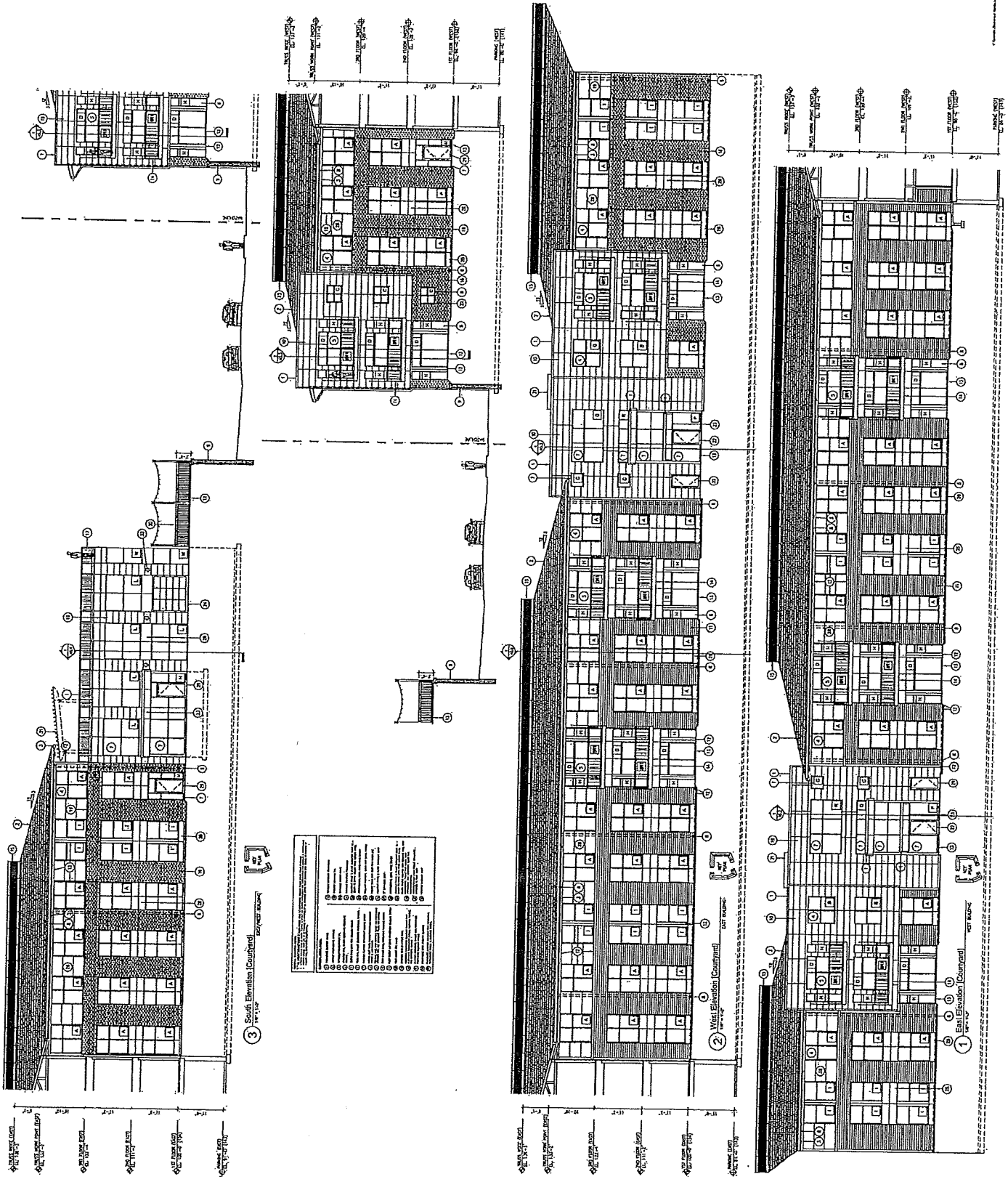
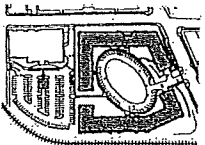
Exhibit A to Purchase and Sale Agreement

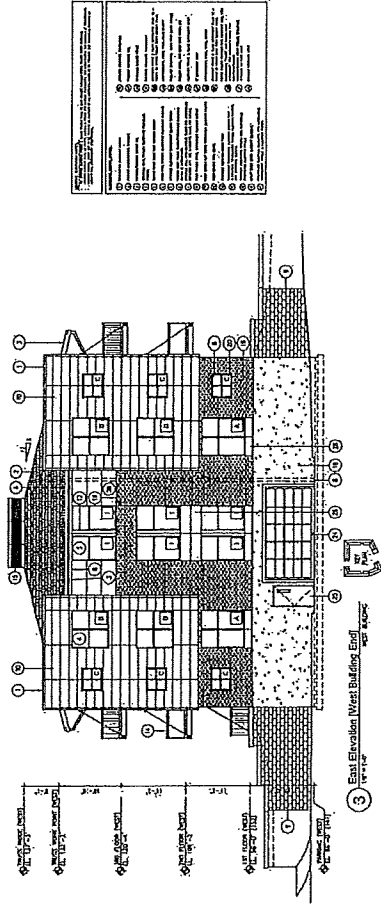
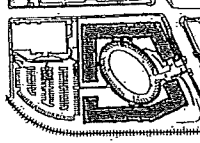
Lot 2 Certified Survey Map No. 8966, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 23, 2017 as Document No. 10722457, being a redivision of Lot 1 of Certified Survey Map No. 8867, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

EXHIBIT B

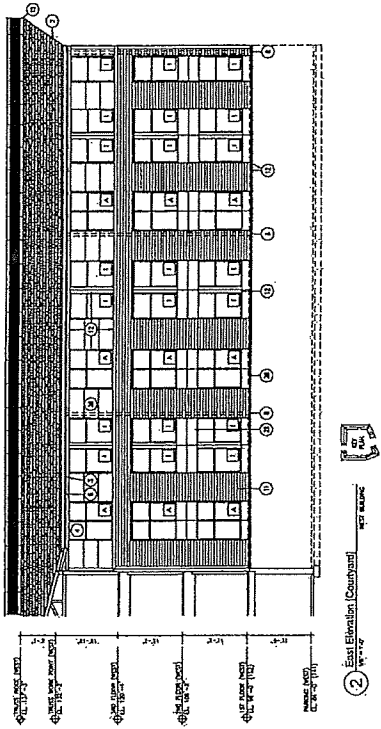
Project Elevation and Site Plan

(See attached)

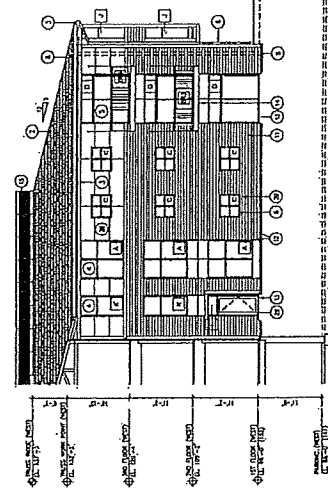
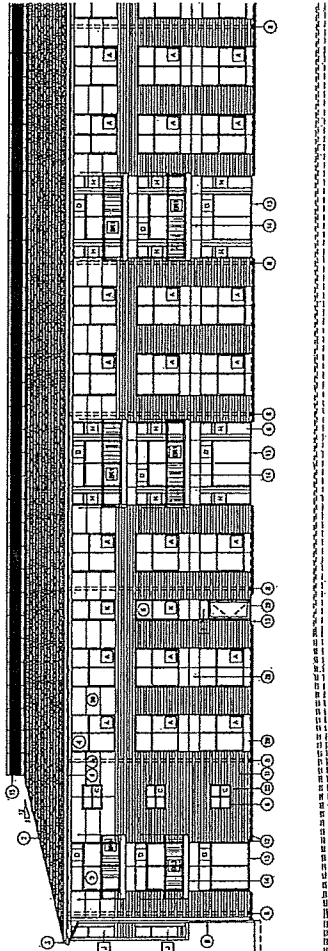




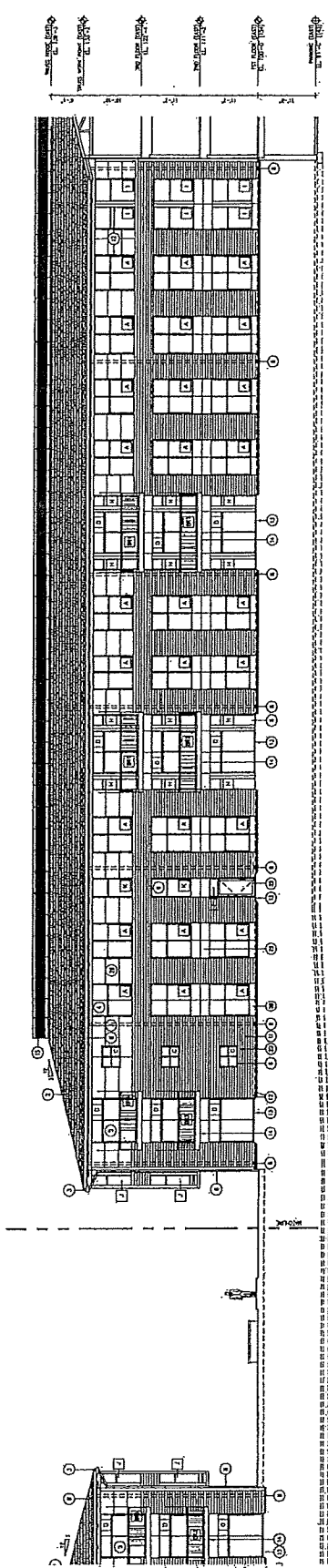
3 East Elevation (West Building End)



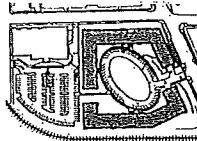
2 East Elevation (Corner)



1 East Elevation (South Building End)

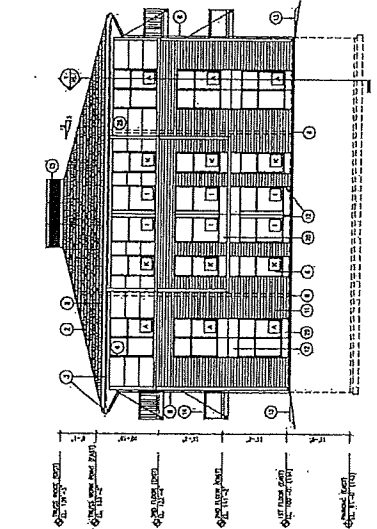


1 North Elevation (Corner)

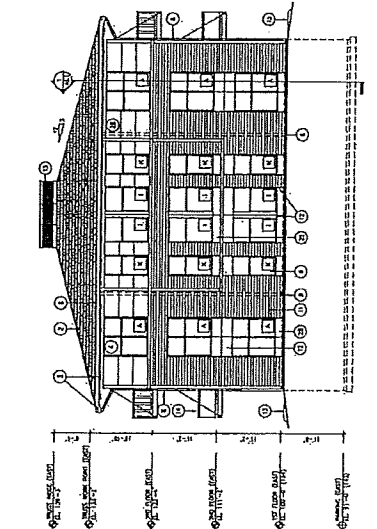


Exterior Elevations

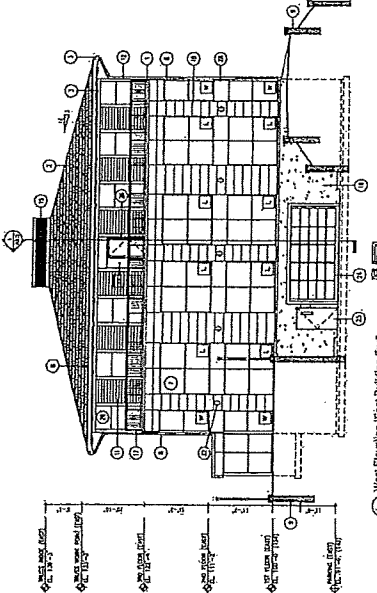
594, CD Set
Scale: 1/8" = 1'-0"
DATE: 12/01/17
PROJECT NO: 150123.02
DATE: December 1, 2017
SHEET NO: 100



1 West Elevation (East Building End)
100



2 East Elevation (West Building End)
100



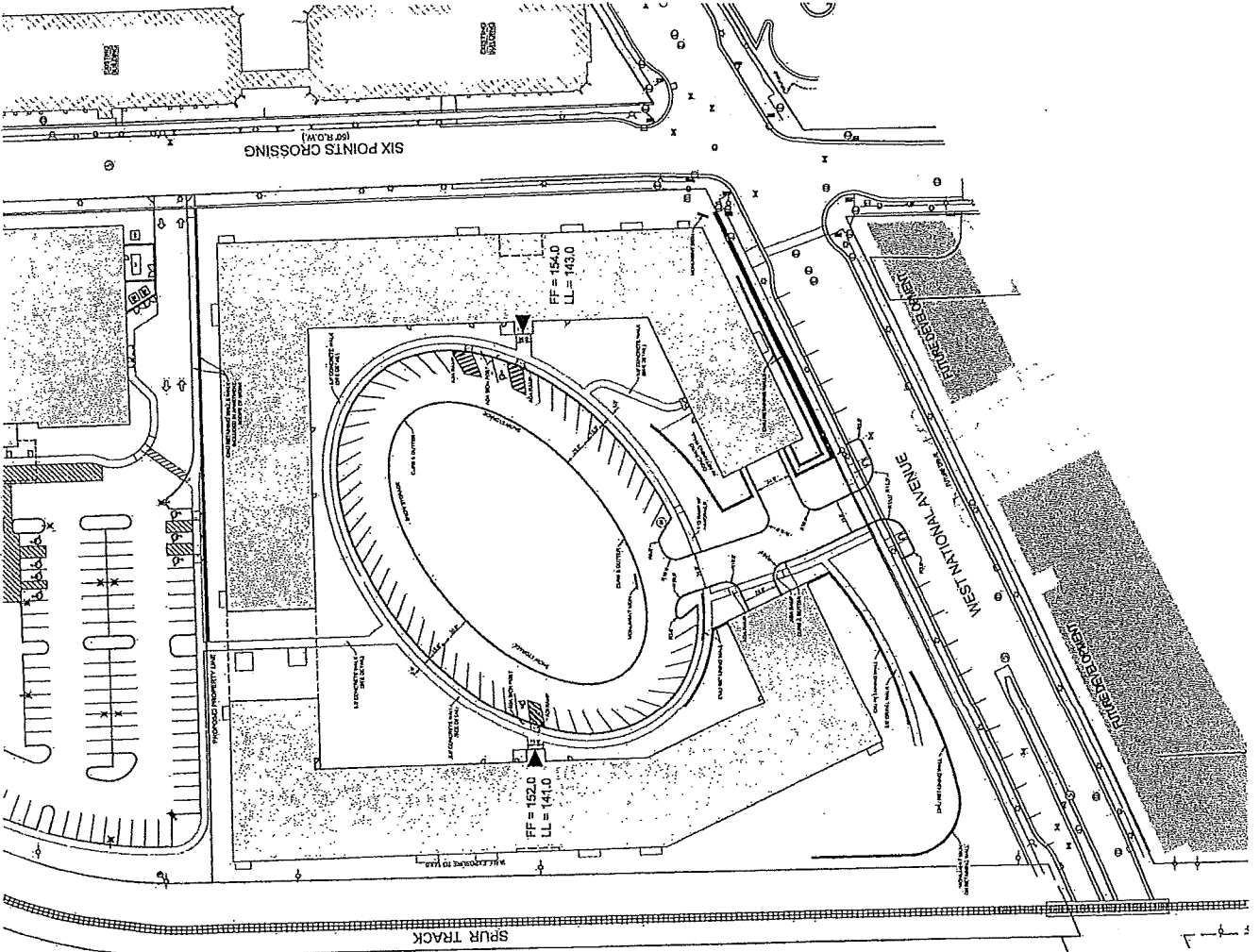
3 West Elevation (West Building End)
100

NO.	DESCRIPTION
1	As Shown
2	As Shown
3	As Shown
4	As Shown
5	As Shown
6	As Shown
7	As Shown
8	As Shown
9	As Shown
10	As Shown
11	As Shown
12	As Shown
13	As Shown
14	As Shown
15	As Shown
16	As Shown
17	As Shown
18	As Shown
19	As Shown
20	As Shown
21	As Shown
22	As Shown
23	As Shown
24	As Shown
25	As Shown
26	As Shown
27	As Shown
28	As Shown
29	As Shown
30	As Shown
31	As Shown
32	As Shown
33	As Shown
34	As Shown
35	As Shown
36	As Shown
37	As Shown
38	As Shown
39	As Shown
40	As Shown
41	As Shown
42	As Shown
43	As Shown
44	As Shown
45	As Shown
46	As Shown
47	As Shown
48	As Shown
49	As Shown
50	As Shown
51	As Shown
52	As Shown
53	As Shown
54	As Shown
55	As Shown
56	As Shown
57	As Shown
58	As Shown
59	As Shown
60	As Shown
61	As Shown
62	As Shown
63	As Shown
64	As Shown
65	As Shown
66	As Shown
67	As Shown
68	As Shown
69	As Shown
70	As Shown
71	As Shown
72	As Shown
73	As Shown
74	As Shown
75	As Shown
76	As Shown
77	As Shown
78	As Shown
79	As Shown
80	As Shown
81	As Shown
82	As Shown
83	As Shown
84	As Shown
85	As Shown
86	As Shown
87	As Shown
88	As Shown
89	As Shown
90	As Shown
91	As Shown
92	As Shown
93	As Shown
94	As Shown
95	As Shown
96	As Shown
97	As Shown
98	As Shown
99	As Shown
100	As Shown

SITE DATA

PARCEL INFORMATION:
 TOTAL SITE AREA: 31,747 SQ. FT.
 TOTAL SITE AREA: 0.73 AC.
 EXISTING ZONING: S-1 (SINGLE-FAMILY)
 PROPOSED ZONING: S-1 (SINGLE-FAMILY)
 PARCELS:
 1. 15,000 SQ. FT. (0.34 AC.)
 2. 16,747 SQ. FT. (0.39 AC.)

NOTES:
 1. ALL DIMENSIONS ARE IN FEET.
 2. DIMENSIONS OF 0.00 INDICATE A 1/4" = 1'-0" SCALE.
 3. DIMENSIONS OF 0.00 INDICATE A 1/4" = 1'-0" SCALE.



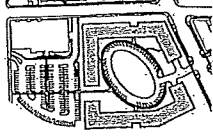
Zimmerman
 ARCHITECTURAL STUDIOS, INC.
 1122 West Virginia Avenue, Suite 100, West Allis, WI 53227
 Phone: (414) 333-1111
 Fax: (414) 333-1112

Contractor: **MANDEL GROUP**

Contract: **MANDEL GROUP**

Project: **The Market at Six Points**
 Apartments

Location: **National Avenue & 65th Street**
 West Allis, Wisconsin
 Map No.



Scale: **SITE PLAN**

Date: **August 25, 2017**

Project No.: **150103.00**

Draw No.: **650.00**

Scale: **C2.0**

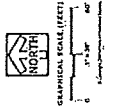


EXHIBIT C

Warranty Deed

(See attached)

Exhibit C to Purchase and Sale Agreement

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Community Development Authority of the City of West Allis ("Grantor," whether one or more), and Six Points West Allis Apartments, LLC, a Wisconsin limited liability company

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot 2 Certified Survey Map No. 8966, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 23, 2017 as Document No. 10722457, being a redivision of Lot 1 of Certified Survey Map No. 8867, being a part of the 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.

Recording Area

Name and Return Address
Foley & Lardner LLP
c/o Sarah O. Jelencic
777 E. Wisconsin Avenue
Milwaukee, WI 53202

454-0651-002

Parcel Identification Number (PIN)

This is not homestead property. (is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except:

Dated May 1, 2018

Community Development Authority of the City of West Allis

Signature of John F. Stibal, Executive Director

Additional signature line with seal

AUTHENTICATION

Signature(s)

authenticated on

TITLE: MEMBER STATE BAR OF WISCONSIN (If not, authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Jenna Merten
State Bar No.: 1051848

ACKNOWLEDGMENT

STATE OF WISCONSIN

Milwaukee COUNTY

Personally came before me on May 1, 2018 the above-named John F. Stibal

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Barbara J. Burkee
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 10-18-19)

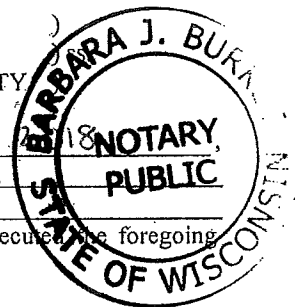


EXHIBIT D

Case Closure Denial for Missing Cap

(See attached)

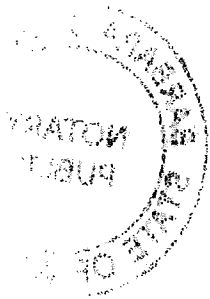
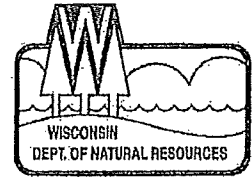


Exhibit D to Purchase and Sale Agreement

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee WI 53212-3128

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access Via relay - 711



April 25, 2016

City of West Allis CDA
Mr. John Stibal
7525 W. Greenfield Avenue
West Allis WI 53214

Subject: Case Closure Denial for missing cap
Pressed Steel Tank Co., 1445 Six Points Crossing, West Allis, Wisconsin 53214
DNR BRRTS Activity # 02-41-385114 FID # 241037940

Dear Mr. Stibal:

On April 14, 2016, the Southeast Region closure committee reviewed your request for closure of the case described above. The Department of Natural Resources (DNR) reviews environmental remediation cases for compliance with state and federal laws to maintain consistency in the closure of these cases. As discussed with you on April 20, 2016, the closure committee has denied closure because additional requirements must be met. The purpose of this letter is to inform you of the remaining requirements for obtaining closure. We request that within 60 days of this letter, you provide us with your written response regarding the necessary work and a schedule for completion of this work.

As noted above, additional site work is necessary in order to meet the requirements for site closure. Specifically, the cap, which was proposed as a remedial action to provide a direct contact exposure barrier for the residual soil contamination, is not currently in place.

A complete closure request should be re-submitted once the remedy has been put in place, along with associated documentation of that action, to let the Department know that applicable requirements have been met. Case closure can be considered once all the above requirements have been satisfied.

Within 60 days of the date of this letter, please respond in writing with a schedule of your plans to meet these requirements. Until requirements have been met, your site will remain "open" and you will also need to continue to submit the semi-annual progress reports, as required by s. NR 700.11, Wis. Adm. Code. You will also be responsible for any operation and maintenance activities required under s. NR 724.13, Wis. Adm. Code.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact Greg Michael at 262.574.2176 or Greg.Michael@Wisconsin.gov.

Sincerely,

Pamela A. Mylotta
Southeast Region Team Supervisor
Remediation & Redevelopment Program

cc: Arcadis U.S., Inc., Benjamin Verburg, 126 N Jefferson St. Suite 400, Milwaukee, WI 53202

EXHIBIT E
Development Agreement
(See attached)

1 Exhibit E to Purchase and Sale Agreement

2 **DEVELOPMENT AGREEMENT**
3 (Apartment Parcel)
4

5 **THIS DEVELOPMENT AGREEMENT** ("Agreement"), made and entered into as of
6 the 1st day of May, 2018, by and between the Community Development
7 Authority of the City of West Allis, a separate body politic created by ordinance of the City of
8 West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes ("Authority"), and Six Points
9 West Allis Apartments LLC, a Wisconsin limited liability company, its successors and/or assigns
10 ("Developer"). Authority and Developer are each referred to herein as a party or together as the
11 "Parties."

12 **WHEREAS**, the Developer and Authority have entered into a Purchase and Sale
13 Agreement (the "Purchase and Sale Agreement") for the purchase and the sale of certain
14 property owned by Authority and described in the Purchase and Sale Agreement as Lot 2 (the
15 "Property"), which Property is more particularly described in **Exhibit A – Property** of the
16 Purchase and Sale Agreement which is incorporated herein;

17 **WHEREAS**, as of the date hereof, Authority closed on the sale of the Property to
18 Developer pursuant to the Purchase and Sale Agreement, which sale was contingent upon the
19 Developer's commitment to construct the Project (as defined below) on the Property; and,

20 **WHEREAS**, the Developer intends to construct two 3-story multifamily apartment
21 buildings having in total approximately 177 apartment units. The development will include
22 approximately 243 underground parking spaces and approximately 59 surface parking spaces for
23 the apartment buildings. The development will be generally consistent with the preliminary site
24 plan and rendering, referenced as **Exhibit B – Project Elevation and Site Plan**, attached to the
25 Purchase and Sale Agreement, which, subject to Section 1.B below, the Authority agrees is

1 acceptable in all respects, and satisfies, in Authority's opinion, the standards set forth in this
2 Development Agreement. The development described above is hereinafter referred to as the
3 "Project" and is located within Six Points/Farmers Market Redevelopment Area, north of W.
4 National Ave., west of Six Points Crossing, in the City of West Allis, Wisconsin and will be
5 developed pursuant to the terms of this Agreement; and,

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

8 **NOW, THEREFORE**, in consideration of the mutual covenants and benefits contained
9 herein and in the Development Financing Agreement of even date herewith by and among the
10 Parties (the "Finance Agreement"), and for other good and valuable consideration, the receipt
11 and sufficiency of which are hereby acknowledged, it is agreed as follows:

12 1. **AUTHORITY'S OBLIGATIONS.** Authority shall be obligated as follows:

13 A. **Sale of the Property.** As of the date of this Agreement, Authority shall have
14 closed the sale of the Property to the Developer.

15 B. **Zoning and Planning Approvals.** Prior to Closing (as defined in the Purchase
16 and Sale Agreement) and after Closing (if necessary), Authority shall use its best
17 efforts to expedite the zoning and plan review process of City to accommodate
18 Developer's development schedule for the construction of the Project. To the
19 extent not already approved on or prior to the date of this Agreement, all such
20 required approvals are subject to final approval of City's Common Council and
21 City's Plan Commission. Authority agrees to use its best efforts to assist
22 Developer in obtaining these approvals (and the approvals required of any other
23 entity related to West Allis) and to expedite them.

- 1 **2. DEVELOPER'S OBLIGATIONS.** Developer shall be obligated as follows:
- 2 **A. Purchase of the Property.** Subject to the obligations and contingencies set forth
- 3 in the Purchase and Sale Agreement and in the Financing Agreement, Developer
- 4 shall close the purchase of the Property from Authority as provided in the
- 5 Purchase and Sale Agreement.
- 6 **B. Environmental Remediation.** Following Closing, Developer shall be
- 7 responsible for all costs associated with environmental remediation, geotechnical
- 8 and site preparation, except as expressly provided in the Purchase and Sale
- 9 Agreement.
- 10 **C. Construction of Project.** Subject to the obligations and contingencies set forth
- 11 in the Purchase and Sale Agreement, Developer will undertake the following;
- 12 (1) Commence construction of the Project and substantially complete
- 13 construction (as such term is hereinafter defined) of the Project in
- 14 accordance with Section 2.D below.
- 15 (2) The Project shall be landscaped in accordance with approved site,
- 16 landscaping, architectural, and building plans and specifications according
- 17 to City review and the approval procedures as herein referenced. The
- 18 building elevations & materials and the landscaping plan will be in
- 19 accordance with **Exhibit B - Project Elevation and Site Plan**, attached to
- 20 the Purchase and Sale Agreement.
- 21 **D. Schedule.** Developer shall commence construction of the Project no later than
- 22 the date referred to in **Exhibit 2 – Project Schedule** of this Agreement and shall
- 23 proceed with due diligence to substantial completion and occupancy no later than

1 the date referred to in **Exhibit 2 – Project Schedule** of this Agreement. Failure
2 of Developer to commence or substantially complete construction as required by
3 this Section, subject to Force Majeure (as defined below), shall constitute a breach
4 of this Agreement; provided, however, such failure shall not constitute a default if
5 Developer is pursuing commencement or substantial completion, as applicable, of
6 construction in good faith and with due diligence.

7 **E. Information Sharing.** Developer has prepared a budget for the preparation,
8 construction and landscaping of the Project and has submitted the same to
9 Authority for its approval. Developer shall maintain records such that its actual
10 expenditures for the preparation, construction and landscaping of the Project may
11 be ascertained and reconciled against such budget. From time to time, upon
12 reasonable notice from Authority, Authority shall be entitled to examine such
13 records to verify construction costs.

14 **F. Availability of Funds and Approval for Construction.** Prior to the execution
15 of this Agreement, and from time to time thereafter, upon reasonable request of
16 Authority, but not more than once in a 12-month period, Developer shall provide
17 to Authority evidence satisfactory to Authority and its financial and/or
18 construction cost consultants, in Authority's reasonable discretion, that Developer
19 has available to it the necessary corporate approvals and sufficient funds for the
20 completion of the Project upon the schedule set forth herein.

21 Notwithstanding anything in Section 2.E or Section 2.F to the contrary, Section
22 50 of the Purchase and Sale Agreement shall apply with respect to any materials
23 that Developer determines contain sensitive or proprietary information relating to

1 Developer or the Property or that may be trade secrets or copyrighted. Pursuant
2 to said Section 50, among other things, Developer may deliver such materials to
3 Authority's financial consultant, and the financial consultant will report to
4 Authority on the contents thereof.

5 **G. Conveyance.** Prior to issuance of an Occupancy Permit, Developer shall not sell,
6 transfer or convey the Property to anyone other than an Affiliate (as hereinafter
7 defined), except that Developer may at any time, with or without the Authority's
8 consent: (i) mortgage all or any portion of the Project property as security for the
9 Project's financing; and (ii) collaterally assign Developer's interest in this
10 Agreement to Developer's mortgage lender ("Lender") in connection with the
11 Project's financing. For purposes of this Agreement "Affiliate" shall mean an
12 entity controlling, controlled by or in common control with Developer. Nothing
13 herein shall preclude Developer from selling a majority membership interest in
14 the ownership of the Property. Lender shall be permitted to foreclose on the
15 Property without Authority's consent.

16 **H. Nondiscrimination.** No owner or occupant of the Property shall restrict the use
17 or enjoyment of the Property or the Project of a person in a protected status in the
18 sale, use or occupancy thereof.

19 **3. ARCHITECTURAL DESIGN, URBAN FORM AND CONSTRUCTION**
20 **STANDARDS.**

21 The Parties intend that the Project will create a quality development that fits the context and
22 vitality of the surrounding neighborhood redevelopment while utilizing contemporary design
23 standards. The development will also increase the tax base and enhance the neighborhood.

1 Building plans and specifications, including architectural elevations, for the Project, to include
2 construction materials, are subject to review and final approval by City's Plan Commission,
3 pursuant to the provisions of this Agreement.

4 The basic design and exterior construction materials of the Project shall be substantially in
5 conformity with **Exhibit B - Project Elevation and Site Plan**, attached to the Purchase and Sale
6 Agreement and made a part hereof. Unless otherwise approved by the City's Plan Commission,
7 architectural and site treatments must be aesthetically appropriate and compatible with the
8 following standards.

9 **A. Building Placement and Composition.** The design and placement of buildings
10 shall respond to the general characteristics of the surroundings. Building form
11 and scale shall:

- 12 (1) Relate to other nearby buildings and incorporate interesting building
13 elements from surrounding buildings, where applicable.
- 14 (2) Contain the three traditional parts of a building in appropriate proportions:
15 base, mid-section and top.
- 16 (3) Be of a scale for new buildings that is compatible with adjacent buildings.
17 Use transitions to achieve compatibility between larger buildings next to
18 small scale buildings; transition techniques shall include building elements
19 of different heights, building or roof articulation, and building projections
20 such as covered walkways.
- 21 (4) Generally not contain "franchise" architecture, although the use of
22 corporate identifying elements may be appropriate on a building that
23 otherwise reflects the desired vision of the area.

1 **B. Building Elements.** A consistent architectural style shall be used for all
2 buildings, auxiliary structures, and all related site elements, such as screen walls,
3 planters, trellises, and street furniture.

4 (1) **Building Base.** The lowest portion of a building at grade creates
5 opportunity to establish an architectural base. This base may be a
6 projection, a change in surface texture, or a change in material or color.
7 The size of the base shall be in proportion to the overall size of the
8 building.

9 (a) Base materials shall be highly resistant to damage, defacement,
10 and general wear and tear. Pre-cast decorative concrete, stone
11 masonry, brick, slate, and commercial grade ceramic tile are
12 examples of excellent base materials. The use of anti-graffiti
13 coating on base materials is encouraged.

14 (b) In general, the base materials shall appear “heavier” and “darker”
15 in appearance than the materials and color used for the building’s
16 main exterior.

17 (c) The first floor of any mixed-use building or public elements/rooms
18 should be set-off from the middle and top of the building through
19 increased height and fenestration.

20 (2) **Windows, Doors and Openings.** Windows, doors, and other openings
21 shall be detailed to emphasize them as important parts of the building.

22 (a) The placement of windows, door and openings shall be consistent
23 in a manner that produces a predictable rhythm.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

- (b) Windows, doors and openings shall be offset from the general plane of the façade to produce a pattern of solids and voids.
- (c) Windows, doors and openings shall be trimmed in a manner that emphasizes their existence (examples include, but are not limited to: headers and sills).
- (d) Building entries shall be framed with architectural embellishment for articulation, be visible from the street, and be easily recognizable.
- (e) Exterior AC units, if any, shall be integrated into the design of the window unit.
- (f) Operable windows that allow the circulation of fresh air are encouraged.
- (g) Spandrel glass should be avoided.

(3) **Building Facades.**

- (a) No side, elevation or facade of the building is exempt from public view; consequently, all sides, elevations or facades of the building shall be visually pleasing and architecturally and aesthetically compatible with the surrounding environment.
- (b) Building walls shall be broken up with articulation, including projections or recessions to reduce any unbroken massing into lengths of approximately 30 feet or fewer along all sides of the building.

1 (c) Along any public street frontage, the building design should
2 include vision windows, arcades, awnings or other acceptable
3 features along at least 60 percent of the building length.

4 (4) **Roofs.** Roofs shall be an integral part of the building design and overall
5 form of the structure.

6 (a) A strong, but simple, roofline shall be used to cap the design of the
7 building and screen any mechanical equipment.

8 (b) Decorative cornices and parapet walls shall be used to screen flat
9 roofs and to delineate the building's profile.

10 (c) Vertical roof elements/projections shall be used to add interest to
11 horizontally-oriented rooflines.

12 (d) Roof overhangs and arcades are encouraged to complement the
13 architecture of the building.

14 **C. Building Materials.** Buildings shall be constructed using durable, but attractive
15 materials which convey a substantial quality appearance.

16 (1) Exterior building treatments, including colors, materials, and architectural
17 detailing, shall be consistent throughout the building.

18 (2) Exterior building colors shall generally consist of earth-toned or neutral
19 colors, with vibrant or bright colors reserved for trim or accent use. Final
20 colors are subject to review and final approval by City's Plan
21 Commission.

22 (3) Building materials reflecting natural elements, such as stone or wood, are
23 strongly encouraged.

1 (4) A minimum of 70% of the building's façade should consist of acceptable
2 high-quality materials including: brick, wood, sandstone or other native
3 stone, cement board siding, architectural panels and glass/fenestration. No
4 primary material shall mimic another material, without specific approval
5 from City.

6 (5) Secondary materials (like EIFS) should be used minimally, and only as a
7 compliment.

8 4. **LANDSCAPING.** Landscaping improvements shall be required as an integral part of
9 the Property.

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

13 B. Landscaped areas shall contain a variety of elements, including trees, shrubs,
14 grass and/or other suitable groundcover in accordance with a landscape plan for
15 the Property to be approved by City's Plan Commission.

16 C. Unless otherwise approved by the City's Plan Commission, all parking areas shall
17 be surrounded by a landscaped buffer area to include canopy trees at regular
18 intervals or in clusters. Shade and ornamental trees (2 trees/island minimum) are
19 also required in landscape islands within parking areas, unless otherwise approved
20 by the City's Plan Commission.

21 D. All required landscaping shall be completed within one year of the completion of
22 construction of the principal buildings on the Property and shall, thereafter, be
23 maintained in a manner acceptable to City.

1 E. Developer will maintain the site landscaping in accordance with the final plans
2 approved by City's Plan Commission. Approved plans will run with the land and
3 will remain in effect regardless of changes in ownership of the subject property.

4 5. **SITE STANDARDS AND IMPROVEMENTS**, Unless otherwise approved by the
5 City's Plan Commission, all buildings and other site improvements (collectively
6 "Improvements") to be constructed under this Agreement shall comply with the
7 following minimum standards:

8 A. **Plan Review.** Improvements shall be designed by an architect or engineer.
9 Building Improvements are subject to architectural review and approval by City's
10 Plan Commission as provided herein.

11 B. **Site Plan.** No building Improvements or structures shall be constructed on the
12 Property until plans (showing location, land coverage, building placement and
13 intensity, landscaping, off-street parking and other site improvements) have been
14 submitted to and approved by City's Plan Commission (the "Site Plan").
15 Improvements shown and determined on the Site Plan shall include, but not be
16 limited to:

- 17 (1) Location of all building and other structures (to include a schedule
18 showing: lot area and total square feet in building (each floor);
- 19 (2) A landscaping and screening plan showing the location, common and
20 botanical names, planting size, root condition and quantity of all plant
21 material, including lawn areas. The plan shall also show all ground cover
22 and mulch areas, as well as construction materials, including any retaining
23 walls and edging.;

- 1 (3) Fences (including types of materials);
- 2 (4) Sidewalks, driveways and other paved areas (including types of materials);
- 3 (5) Parking and access drive dimensions and locations, stall numbers and
- 4 dimensions, curbs, loading docks, and snow storage areas;
- 5 (6) Loading areas (including types of materials);
- 6 (7) Refuse areas, including location, screening and type;
- 7 (8) Utility and storage areas (including types of materials);
- 8 (9) Water impoundments;
- 9 (10) Outdoor site and accent lighting (including fixtures and photometrics);
- 10 (11) Areas of fill or cuts;
- 11 (12) Storm water drainage plans and facilities;
- 12 (13) On-site sewer, water and other utility locations, sizes and easement
- 13 locations;
- 14 (14) Dimensions of all front, side, and rear yards, drives, etc.
- 15 (15) Locations and dimensions of all easements.
- 16 (16) Reserved.
- 17 (17) Locations of all hydrants within the site.
- 18 (18) A Grading Plan, including all finished grade levels.
 - 19 (a) Existing and proposed grades and contours.
 - 20 (b) Surface water drainage and detention and/or retention.
 - 21 (c) Finished grade at building.
 - 22 (d) Catch basins and storm sewer locations.
 - 23 (e) Connection to existing utilities.

1 **C. Parking.** Any surface parking shall be distributed throughout the Property in a
2 manner that no more than 30% of total surface parking should be located on any
3 side facing a street; provided that the Plan Commission hereby approves the
4 parking plan as depicted on **Exhibit B - Project Elevation and Site Plan**,
5 attached to the Purchase and Sale Agreement. Landscaping shall be used to
6 define parking areas, primary vehicular drives and pedestrian areas in an
7 aesthetically and environmentally pleasing manner.

8 **6. REFUSE.** Trash containers for the apartment buildings will be located in the
9 underground parking areas. Any trash containers located above ground, including
10 dumpsters, must be enclosed by a wall that matches the building facade and provides a
11 suitable visual screen. Enclosure areas will also feature a rooftop structure/covering to
12 limit sight lines into the refuse area from housing units on site and adjacent to the
13 property. Such wall shall be of sufficient height to cover the material stored and shall be
14 maintained so as to present an aesthetically appealing appearance at all times. All trash
15 enclosures to be permitted in side and rear yards only.

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

22 **8. PEDESTRIAN AND VEHICULAR ACCESS.**

- 1 A. All curb cuts and service drives shall be designed to minimize disruption of
2 pedestrian activity and movements and are subject to the approval of City's Board
3 of Public Works.
- 4 B. Pedestrian linkages and crossing access are encouraged between existing
5 neighborhoods and the proposed development area in an effort to promote
6 walkability, traffic safety, and reduction of the number of new driveways on
7 major street arterials.
- 8 C. Loading docks and refuse areas shall be screened and concealed from street view.
- 9 9. **ACCESSORY STRUCTURES.** The location, size and design compatibility of all
10 permitted accessory structures (defined below) in the Project shall be approved by the
11 City's Plan Commission pursuant to this Agreement before construction of such
12 accessory structure. As used in this Agreement, the term "accessory structure" includes,
13 but is not limited to, garages, maintenance buildings and the following structures (if such
14 structures are to be located within the required setbacks): ground-mounted telephone and
15 electrical transformers, gas meters, ground-mounted air conditioners, exhaust ducts and
16 similar structures. Issuance of a building permit by the City and Plan Commission
17 approval shall constitute conclusive evidence that the City has approved any and all
18 accessory structures.
- 19 10. **SIGNAGE.** Signage placement shall be considered in the building and site design. A
20 complete signage package, indicating design, materials size, location, and illumination,
21 shall be submitted to City's Development Department for approval.
- 22 11. **CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to
23 the contrary, construction of the Project in accordance with the final plans and

1 specifications approved by the City's Plan Commission shall conclusively evidence
2 compliance with this Agreement. Following completion of construction of the Project in
3 accordance with such final approved plans and issuance of an occupancy permit by the
4 City of West Allis, at the written request of Developer, Authority shall execute and
5 deliver to Developer a certificate of completion in substantially the form attached hereto
6 as **Exhibit 4 – Certificate of Completion** confirming that the Project is acceptable to
7 Authority in all respects and satisfies, in Authority's opinion, the standards set forth in
8 this Agreement (the "Certificate of Completion"). The Certificate of Completion shall
9 constitute a conclusive determination of satisfaction and termination of Developer's
10 covenants and agreements set forth in this Agreement, including, without limitation, any
11 provision related to (a) the obligation of Developer to complete the Project, and (b) the
12 required date for completion of the Project; provided, however, that Developer's
13 obligations pursuant to Sections 2.H, 4.E, 12.A, 12.C and 13 shall continue in effect until
14 otherwise satisfied as set forth in this Agreement.

15 **12. MAINTENANCE RESPONSIBILITIES.**

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

- 19 (1) The removal of all litter, trash, refuse, and wastes.
- 20 (2) The mowing of all lawn areas should be conducted in accordance with
21 municipal code.
- 22 (3) The maintenance of lawn and landscape areas in a weed-free, healthy and
23 attractive condition.

- 1 (4) The care and pruning of trees and shrubbery outside of easements within
- 2 Property boundaries.
- 3 (5) The maintenance of exterior lighting, signs, and mechanical facilities in
- 4 working order.
- 5 (6) The keeping of all exterior building surfaces in a clean, well maintained
- 6 condition.
- 7 (7) The striping and sealing of parking and driveway areas.
- 8 (8) The removal of unlicensed or inoperable vehicles.
- 9 (9) Snow and ice removal.

10 **B. Maintenance During Construction.** During construction, it shall be the
11 responsibility of Developer to ensure that construction sites on the Property are
12 kept free of unsightly accumulations of rubbish and scrap materials; and that
13 construction material, trailers, and the like are kept in a neat and orderly manner.
14 If any street right-of-ways abutting the Property are damaged as a result of
15 Developer's construction activities, Developer shall repair said damage to edge of
16 pavement. Burning of excess or scrap construction material is prohibited.
17 Construction site erosion control practices shall be implemented to prevent
18 erosion, sedimentation and pollution of air or water during construction in
19 accordance with the Building Permit for erosion control issued by the City's
20 Building Inspection & Neighborhood Services Department on November 9, 2017,
21 as Permit No. 209051.

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

1 **13. DEFAULT PROVISIONS AND REMEDIES.**

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

4 (1) Developer fails to perform or satisfy any of its obligations under this
5 Agreement within thirty (30) days following written notice from
6 Authority; provided, however, if the default is not reasonably susceptible
7 of cure within such thirty (30) day period, then Developer shall have such
8 additional period of time to cure the default as long as the Developer is
9 diligently pursuing such cure to completion, not to exceed 120 days.

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

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

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

17 (5) Developer has a petition or application filed against it in bankruptcy or
18 any similar proceeding or has such a proceeding commenced against it,
19 and such petition, application or proceeding shall remain undismissed for
20 a period of ninety (90) days or Developer files an answer to such petition
21 or application, admitting the material allegations thereof.

22 (6) Developer applies to a court for the appointment of a receiver or custodian
23 for any of its assets or properties or has a receiver or custodian appointed

1 for any of its assets or properties, with or without consent, and such
2 receiver shall not be discharged within ninety (90) days after his
3 appointment.

4 (7) Developer adopts a plan of complete liquidation of its assets.

5 **B. Right to Repurchase.** So long as Authority is in compliance with all of its
6 obligations under the Purchase and Sale Agreement and the Financing
7 Agreement, in the event Developer does not substantially complete construction
8 of the Project pursuant to Section 2(D) above, subject to Force Majeure, Authority
9 may, but shall not be required to, purchase the Property for the price paid to
10 Authority by Developer (assuming no construction has occurred on the Property),
11 as its sole remedy, by giving at least thirty (30) days' prior written notice to
12 Developer of its intention to repurchase if the Project is not substantially
13 completed by such date, as applicable. If construction of the Project has begun,
14 the repurchase price shall be the value of improvements (but not the land which
15 remains the Purchase Price paid by Developer to Authority) based upon the fair
16 market value of the improvements. If the Parties cannot agree on the fair market
17 value of the improvements, such value will be determined by appraisals as
18 follows. Either Authority or Developer, may by notice to the other Party, appoint
19 a disinterested MAI appraiser as one of the appraisers. Within ten (10) days
20 thereafter the other Party, by written notice to the Party appointing the first
21 appraiser, appoint another disinterested MAI appraiser as a second appraiser. The
22 appraisers thus appointed shall appoint a third disinterested MAI appraiser, and

1 such three appraisers shall as promptly as possible determine such value,
2 provided; however, that:

3 (1) If the second appraiser shall not have been appointed as aforesaid, the first
4 appraiser shall proceed to determine such value; and

5 (2) If, within five (5) days after the appointment of the second appraiser, the
6 two appraisers appointed by the Parties shall be unable to agree upon the
7 appointment of a third appraiser, they shall give written notice of such
8 failure to agree to the Parties, and, if the Parties fail to agree upon the
9 selection of such third appraiser within five (5) days after the appraisers
10 appointed by the Parties gave notice as aforesaid, then within five (5) days
11 thereafter, either of the Parties upon written notice to the other party
12 hereto may apply for such appointment to the Circuit Court of Milwaukee
13 County.

14 (3) The Parties shall each be entitled to present evidence and argument to the
15 appraisers. The determination of the majority of the appraisers or the sole
16 appraiser, as the case may be, shall be conclusive upon the Parties and
17 judgment upon the same may be entered in any court having jurisdiction
18 thereof. The appraisers shall give written notice to the Parties stating their
19 determination, and shall furnish to each Party a copy of such
20 determination signed by them. The expense of such appraisal(s) shall be
21 borne equally by the Parties. In the event of the failure, refusal or inability
22 of any appraiser to act, a new appraiser shall be appointed in his stead,

1 which appointment shall be made in the same manner as provided above
2 for the appointment of the appraiser so failing, refusing or unable to act.

3 (4) The notice of intention to exercise the repurchase right can be given or
4 withdrawn at any time after failure of Developer to comply with this
5 section and before this section terminates as provided below. If Authority
6 elects to pay the appraisal amount to the Developer for the Property, Title
7 to the Property shall be conveyed to Authority "as is." A title insurance
8 policy shall be provided at the expense of Developer in the amount of the
9 repurchase price and insuring Authority's title is in the aforementioned
10 condition. The foregoing right to repurchase shall be subject and
11 subordinate to the lien and rights of any mortgagee providing financing to
12 the Project and shall automatically terminate upon final substantial
13 completion of construction of the Project.

14 (5) The term "commence construction" as used in this Agreement shall mean
15 the pouring of footings for a building within the Property, provided that if
16 footings are poured prior to Closing, then construction shall be deemed to
17 commence as of Closing. The term "substantial completion" as used in
18 this Agreement shall mean the issuance of an occupancy permit, subject to
19 punch list items.

20 (6) All of the appraisers shall have at least ten (10) years' experience of
21 appraising apartment projects within Milwaukee County, and no two
22 appraisers shall be from the same firm.

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

6 **14. APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The
7 terms and conditions of Section 23 (Time of the Essence), Section 29 (No Partnership or
8 Venture), Section 30 (Notices), Section 31 (Further Assurances), Section 32 (Waiver of
9 Terms), Section 35 (Governing Law and Venue), Section 38 (Execution in Counterparts),
10 Section 39 (Titles and Headings), Section 41 (Interpretation), Section 42 (Construction),
11 Section 43 (Severability), Section 48 (Binding Effect), and Section 49 (Good Faith) of
12 the Purchase and Sale Agreement shall govern the interpretation and application of this
13 Agreement.

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

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

21 **17. FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting
22 losses, and it shall not be a breach of this Agreement, if fulfillment of any of the terms of
23 this Agreement is delayed or prevented by reason of acts of God, inclement weather, civil

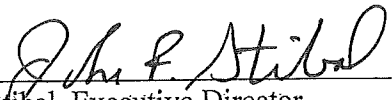
1 disorders, wars, acts of enemies, strikes, lockouts, or similar labor troubles, fires, floods,
2 legally required environmental remedial actions, shortage of materials, relocation of
3 utilities, or by other cause not within the control of the Party whose performance was
4 interfered with ("Force Majeure"), and which by the exercise of reasonable diligence
5 such Party is unable to prevent. The time for performance shall be extended by the period
6 of delay occasioned by such Force Majeure.

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

9 **(SIGNATURES CONTINUED ON NEXT PAGE)**

AGREED TO BY AND BETWEEN the Parties as of the date first set forth above.

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

By: 
John F. Stibal, Executive Director

Dated: 5-1-18

DEVELOPER: SIX POINTS WEST ALLIS APARTMENTS LLC

By: Mandel/Six Points West Allis Apartments LLC,
its Manager

By: Mandel Group, Inc., its Manager

By: _____
Barry R. Mandel, President

Dated: _____

Approved as to form this 1st day
of May, 2018.


Jenna Merten, Deputy City Attorney

Development Agreement List of Exhibits

- | | |
|------------------|---------------------------|
| Exhibit 1 | Intentionally deleted |
| Exhibit 2 | Project Schedule |
| Exhibit 3 | Intentionally deleted |
| Exhibit 4 | Certificate of Completion |

Intentionally deleted.

Exhibit 1

Exhibit 2 - 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 (subject to final financing schedule and model)	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 2

Intentionally deleted.

Exhibit 3

Exhibit 4 – Certificate of Completion

[See attached]

Exhibit 4

Document Number	CERTIFICATE OF COMPLETION Document Title
-----------------	--

**CERTIFICATE
OF COMPLETION**

**Six Points
Apartments**

Recording Area
Name and Return Address
Sarah O. Jelencic Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202

Parcel Identification Number (PIN)

Property Address	
Developer:	Six Points West Allis Apartments LLC, a Wisconsin limited liability company
Memorandum of Development Agreement:	Memorandum of Development Agreement dated as of _____, 201__, as amended or modified, recorded on _____, 201__, 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 _____, 201__, which is evidenced by that certain Memorandum of Agreements recorded on _____, 201__, 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.H, 4.E, 12.A, 12.C and 13 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 _____, 201__.

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

John F. Stibal, Executive Director

STATE OF WISCONSIN)

)ss.

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 201__, John F. Stibal, Executive Director 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 Executive Director, 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:

EXHIBIT F

Development Financing Agreement

(See attached)

Exhibit F to the Purchase and Sale Agreement

DEVELOPMENT FINANCING AGREEMENT

(Apartment Parcel)

THIS DEVELOPMENT FINANCING AGREEMENT ("Agreement"), made and entered into as of the 1st day of May, 2018, by and between 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 "Authority"), the City of West Allis, Wisconsin ("City") and Six Points West Allis Apartments LLC, a Wisconsin limited liability company, its successors and/or assigns ("Developer"). The Authority, City and Developer are each referred to herein as a party or together as the "Parties." The Authority and City collectively are referred to as "West Allis."

WHEREAS, the Developer and the Authority have entered into a Purchase and Sale Agreement: Apartment Parcel (the "Purchase and Sale Agreement") for the purchase and the sale of certain property owned by the Authority and described in the Purchase and Sale Agreement as Lot 2 of CSM 8966 (the "Property" or "Apartment Parcel"), which Property is more particularly described in **Exhibit A – Property** of the Purchase and Sale Agreement which is incorporated herein; and,

WHEREAS, as of the date hereof, the Authority closed on the sale of the Property to Developer pursuant to the Purchase and Sale Agreement (the "Closing"), which sale was contingent upon, among other matters, the Developer's commitment to construct the Project (as hereinafter defined) on the Property as more particularly set forth in that certain Development Agreement of even date herewith by and between the Authority and Developer (the "Development Agreement") and the Parties entering into this Agreement; and,

WHEREAS, the Developer intends to construct two 3-story multifamily apartment buildings having in total approximately 177 apartment units. The development will include approximately 235 underground parking spaces and approximately 40 surface parking spaces for the apartment buildings. The development described above is hereinafter referred to as the "Project" and is located within Six Points/Farmers Market Redevelopment Area, north of W. National Ave., west of Six Points Crossing, in the City of West Allis, Wisconsin (the "District"). The Redevelopment District was declared to be a blighted area district pursuant to the Project Plan for the creation of Tax Incremental District No. 15 approved on July 5, 2016 (deemed to be and referred to herein as the "Project Master Plan"). The Project will be developed pursuant to the terms of this Agreement; and,

WHEREAS, Six Points Office LLC, an affiliate of the Developer, has acquired Lot 1 of CSM 8966 and intends to construct thereon one approximately 30,000 sq. ft. medical office building with approximately 135 surface parking spaces (the "Commercial Building"); and,

WHEREAS, pursuant to the Purchase and Sale Agreement, the Authority and City agreed to provide certain financial incentives and assistance to allow the Developer to develop the Project and the Developer would not undertake the development and construction of the Project without such financial incentives and assistance; and,

WHEREAS, the Parties desire to set forth in writing the terms of such financial incentives and assistance and the terms and conditions under which West Allis will provide such financial incentives and assistance.

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

1. **Developer Investment, Equity and Financing.** On or prior to Closing, Developer will demonstrate to the City that in connection with the Project: (a) Developer or its affiliate has through reduced fees ("Sponsor Created Savings") "invested" the savings from such reduced fees in the Project in an amount equal to or greater than \$900,000, and (b) Developer has obtained approximately \$29,000,000 in a combination of (i) debt financing from a private lending institution (the "Debt Financing") and (ii) private equity ("Equity"). Developer shall have the right to adjust the projected amounts of Debt Financing and Equity provided that Developer shall, in the aggregate, have obtained sufficient Debt Financing and Equity that, together with the public funding and financing assistance described in this Agreement, is sufficient to complete development of the Project. Developer and/or its affiliates shall provide any and all guaranties required to obtain the necessary Debt Financing provided any and all such guaranties are on commercially reasonable terms and conditions.

2. **Pursuit Costs and Design Development.** Developer represents that, through the date hereof, Developer has expended not less than \$330,000 in pursuit costs. Developer shall, at its sole cost and expense, continue to advance the architectural and engineering plans for the development of the Project. Developer shall, in coordination with its general contractor, solicit and qualify competitive bids for the construction of the Project.

3. **Tax Increment Financing.**

a. **Tax Incremental District.** Pursuant to the Wisconsin Tax Increment Law, Wis. Stats. §66.1105 *et seq.*, the Common Council of the City of West Allis created by resolution Tax Incremental District Number 15, City of West Allis, as of July 5, 2016 and approved the Project Master Plan for the District (as amended). The Property is within the boundaries of the District, the District has been declared to be a blighted area,

and the transaction contemplated by the Purchase and Sale Agreement, the Development Agreement and this Agreement is essential to the viability of the District.

i. The Project to be developed by the Developer benefits the surrounding neighborhood and West Allis as a whole. West Allis has determined that the Project is consistent with the Project Master Plan and with the City's Master Plan as of May 25, 2016.

ii. West Allis desires to encourage economic development, expand the tax base, and create new jobs within the area, all in furtherance of and in compliance with the TID Project Master Plan and the City's Master Plan. West Allis finds that the Project and this Agreement are in the vital and best interests of West Allis and its residents and serves a public purpose in accordance with state and local law.

iii. The Project would not occur without the financial participation of West Allis as provided herein.

iv. The City created a new "overlay" Tax Incremental Financing District ("TID #15") on July 5, 2016 to facilitate the actions and financings described in this Agreement. The City has included the Project and the Commercial Building in TID #15. Property taxes paid on the Project and the Commercial Building within TID #15 in excess of those paid on the base valuation are referred to as "Tax Increments."

b. **TID Law**. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law in Section 66.1105 of Wisconsin Statutes.

4. **Financial Assistance.** West Allis hereby agrees to provide to Developer for the Project the following financial incentives and financial assistance:

a. **Property Conveyance.** The Authority owns or owned the Apartment Parcel and hereby agrees to or has conveyed the Apartment Parcel to Developer or its affiliate for \$1.00 in accordance with the terms of the Purchase and Sale Agreement.

b. **Developer Municipal Revenue Obligation.** The City will provide Developer with an estimated amount of \$16,927,807 ("D-MRO") in "pay-go TID" benefits to the Developer based on the estimates provided in **Exhibit B – TID #15 (the Market) Cash Flow Projection and D-MRO Schedule** attached hereto. Annual payment will be made based upon the actual Tax Increment received by the City. At the closing on the sale of the Apartment Parcel to Developer (the "Closing"), at the Developer's request, the City will issue a payment schedule to evidence the D-MRO (the "D-MRO Schedule"), as attached and incorporated herein as **Exhibit B – TID #15 (the Market) Cash Flow Projection and D-MRO Schedule**, to effect a total disbursement in the estimated amount of \$16,927,807 over the 20 years following the Closing based on the final D-MRO Schedule; however, TID #15 will be available for up to the 27-year statutory limit of the TID to allow the payments of the D-MRO during the 27-year statutory time limit. This Agreement shall evidence the obligation of the City to make the D-MRO payments to Developer in accordance with the final D-MRO Schedule. The sole source of repayment for the D-MRO will be the Tax Increments from the Project and the Commercial Building and the payments are contingent upon the amount of such Tax Increments. Installments on the D-MRO shall commence on October 1 in the first year

that the Project and Commercial Building generate Tax Increment and will be due and payable on each October 1 thereafter.

c. **Environmental and Capping Work.** It has been determined that contaminated soils are located on the Apartment Parcel and the Wisconsin Department of Natural Resources (“WDNR”) is requiring that the soils be remediated pursuant to that certain Soil Management Plan: Former Pressed Steel Tank Co. Property dated March 1, 2018, and prepared by GZA GeoEnvironmental, Inc. (as the same may be amended and modified from time to time, the “SMP”). The SMP has been submitted to the WDNR for the necessary approvals. Pursuant to the terms of the Purchase and Sale Agreement, the Authority has entered into an Environmental and Capping Services Contract (the “ECS Contract”) with Mandel Development, Inc. (the “Contractor”) providing for the Contractor to act as the construction manager for the performance of the services necessary or desirable to comply with the SMP, including the removal and proper disposal and/or placement of any contaminated soils, the proper capping of contaminated soils that may remain on the Property, the addressing of unique site conditions, the installation of a vapor barrier and related soft costs, services and construction work (the “Environmental and Capping Work”). The ECS Contract is a guaranteed price contract in the amount of \$2,700,000 (the “Contract Price”), which price includes the cost of services, general conditions and contractor’s fee of \$65,854. As of Closing, the Contract Price will have been paid to Contractor and applied to the Environmental and Capping Work.

d. **Developer Equity.** It is agreed that cash Developer equity shall be advanced in full for the Project and the Sponsor Created Savings shall be incorporated for the benefit of the Project before any CDA funds or Debt Financing.

e. **CDA Loan.** The Authority will provide a loan to Developer or its affiliate of \$1,500,000 (the "CDA Loan"). The CDA Loan shall carry an interest rate of 2.5% per annum and shall require annual interest only payments which will begin accruing on the outstanding principal balance at the time Developer begins drawing on the CDA Loan. Interest will be payable beginning on the first distribution of Tax Increment after the 25th month following Closing. Developer shall repay the CDA Loan (the "Developer CDA Obligation"), but only such portion thereof that then remains unpaid, upon the earliest of: (i) a Sale (as hereinafter defined); (ii) Cash Out Refinancing (as hereinafter defined); or (iii) the 11th anniversary date of Closing (the "Maturity Date"). Mandel Group, Inc. ("MGI") and Developer shall guaranty the payment of the Developer CDA Obligation, but only such portion thereof that then remains unpaid, pursuant to a guaranty in substantially the form attached hereto as **Exhibit I – MGI CDA Guaranty** (the "MGI CDA Guaranty"). The CDA Loan shall be unsecured, except for the MGI CDA Guaranty, and evidenced by a Note in in substantially the form attached hereto as **Exhibit J – CDA Note** and disbursed in accordance with the Lender disbursing agreement to be entered into at Closing in form reasonably acceptable to all of the parties thereto (the "Disbursing Agreement").

f. **Participating Loan.** The Authority will provide a loan to Developer or its affiliate of \$2,500,000 (the "Participating Loan"). The Participating Loan shall carry an interest rate of 2.5% per annum and shall require annual interest only payments which will begin

accruing on the outstanding principal balance at the time Developer begins drawing on the Participating Loan. Interest will be payable beginning on the 25th month following Closing. The Participating Loan shall be evidenced by this Agreement, is unsecured and non-recourse, and will be evidenced by a Note in in substantially the form attached hereto as Exhibit K – Participating Loan Note, and shall be disbursed in accordance with the Disbursing Agreement.

g. Takeout Refinancing. Developer anticipates that it will seek a Takeout Refinancing (as hereinafter defined) of the Debt Financing following Project Stabilization (as hereinafter defined). Developer shall, if Takeout Proceeds (as hereinafter defined) are available, pay to the Authority up to, but not in excess of, the amount of the Developer CDA Obligation (i.e., \$1,500,000) that then remains unpaid (the “Takeout Payment”); provided that:

i. the Takeout Payment shall not cause the projected cash on cash return on the Investor Equity (as hereinafter defined) for the year immediately following the date of the Takeout Refinancing to be less than 8.70% based on the NOI (as hereinafter defined); and

ii. [intentionally deleted]; and

iii. the debt service coverage ratio (“DSCR”) in the year immediately following the closing of the Takeout Refinancing must be at least 1.35 based upon the actual terms of the Takeout Refinancing and the NOI.

As used herein, “NOI” shall mean the net operating income from the Project that is equal to the actual in-place net operating income for the twelve (12) month period immediately preceding the closing of the Takeout Refinancing.

Developer shall continue to pay interest on the unpaid balance of the CDA Loan following such Takeout Refinancing. If the aggregate payment to the Authority towards the

principal of the CDA Loan upon completion of the Takeout Refinancing is less than \$1,500,000, then Developer shall, upon the Maturity Date, pay to the Authority the difference between \$1,500,000 and the aggregate principal amount paid prior to the Maturity Date, including at the time of the Takeout Refinancing. In no event shall Developer or any of its affiliates or any of their successors or assigns be required to pay more than an aggregate total of \$1,500,000 of the principal balance of the CDA Loan, less amounts applied toward payment of such principal balance pursuant to Section 5. The parties hereby acknowledge and agree that Developer shall obtain the Takeout Refinancing from a conventional lender, including without limitation, Fannie Mae, Freddie Mac, or a life insurance organization. In no event shall Developer or any of its members or principals thereof be required to obtain any form of supplemental or subordinate debt, including without limitation, mezzanine debt, or additional capital contributions or provide any recourse, including recourse guaranties, to repay any portion of the CDA Loan at a Takeout Refinancing.

As used herein, a "Takeout Refinancing" shall mean a refinancing that provides enough proceeds to satisfy the construction loan on the Project but which proceeds are not sufficient, after paying all closing costs, current year and accrued preferred returns under the Developer's limited liability company agreement, management fees, and reserves, to return any portion of the original capital contribution to all the members of the Developer.

As used herein, "Takeout Proceeds" shall mean proceeds available to Developer from the Takeout Refinancing less: (i) payment of all closing costs in connection with the Takeout Refinancing, (ii) payment of all sums required to satisfy existing mortgages on the Apartment Parcel, (iii) payment of all sums required to satisfy any working capital loans or cash advances made to Developer by principals and affiliates of Developer for the benefit of the Project, and

(iv) payment of all sums required to pay the current year and any and all accrued preferred returns (but not return or pay any Investor Equity and Sponsor Created Savings) to investors in the Developer, including Developer's sponsor, under the Developer's limited liability company agreement.

5. **Application of Tax Increments.** All Tax Increments shall be applied in the following order of priority:

a. Payment to the City of any outstanding, current or past due City TID administration fees for certain expenses in connection with administration of the D-MRO in the annual fee amount as set forth on **Exhibit B – TID #15 (the Market) Cash Flow Projection and D-MRO Schedule** attached hereto (the "City TID Administration Fee"), which shall be payable following Closing, and in any year thereafter during which TID #15 remains open;

b. Payment of the annual interest then due on the CDA Loan to the extent not paid directly by Developer, which interest will be deducted from the D-MRO payment by the City and then immediately paid to the Authority towards the interest on the CDA loan;¹

c. Payment of the annual interest on the Participating Loan;

d. Payment of the annual payment on the D-MRO, plus any accrued principal based on **Exhibit B – TID #15 (the Market) Cash Flow Projection and D-MRO Schedule**;

¹ The accrued but unpaid interest payments on the CDA Loan and the Participating Loan will be deducted from the annual D-MRO payments; however, the full amount of the D-MRO payment, without regard to the deductions, will be applied against the maximum amount owing under the D-MRO of \$16,927,807.

- e. Payment of any currently or past due principal on the CDA Loan; and
- f. Payment of any currently or past due principal on the Participating Loan.

Any Tax Increments remaining after payment of the above obligations shall be held in an account (the "Surplus Account") and applied as set forth in Section 6 below.

6. **Surplus Account.** Amounts in the Surplus Account may be used for any of the following, but shall be applied in the following order of priority:

- a. To pay the City for any current or past-due City TID Administration Fee;
- b. To pay the annual interest on the CDA Loan;
- c. To pay the annual interest on the Participating Loan;
- d. To pay current or past-due payments due on the D-MRO to the extent the prior years' Tax Increments were insufficient to fully pay the amount due Developer for those years elapsed; and
- e. To pay current or past-due principal on the Participating Loan but only after all of the D-MRO and the CDA Loan have been fully paid and disbursed.

Any amounts due in any year for the City TID Administration Fee, the CDA Loan, the Participating Loan, and the D-MRO, but not paid from Tax Increments or from the Surplus Account, shall carry over until paid. The City TID Administration Fee and D-MRO shall carry over without interest. In no event, shall interest on either the CDA Loan or Participating Loan be compounding.

7. **Developer Completion Guaranty.** Developer and MGI shall provide the City with a Guaranty of Completion for the Project. "Completion" shall be defined as the issuance of a certificate(s) of occupancy for all of the residential buildings in the Project. Upon Completion, the Guaranty of Completion shall be released in its entirety.

8. **Savings Agreement.** Prior to the execution by the Authority and Contractor of the ECS Contract, West Allis and the Developer agreed on a final Project Budget for the Project substantially in the form attached as **Exhibit G – Project Budget** (the “Project Budget”). If the final Project Budget was less than \$37,097,749 (the “Target Amount”), then the Authority, at its option, had the right to reduce the Contract Price by 50 cents for each dollar that the Project Budget was below the Target Amount. West Allis will be engaging its own construction cost consultant to review the Project Budget and to monitor final costs. West Allis agrees in good faith to consider using the same construction cost consultant as is being used by the Developer’s Lender in connection with the Project. The Developer agrees to cooperate with the consultant and provide such information as the consultant may request to satisfy this section.

a. **Net Savings to Authority.** Following Project Stabilization of the Project, if there are any Net Savings (as hereinafter defined) with respect to the Project, then the Authority shall be entitled to 50% of the Net Savings.

b. **Net Savings Definition.** “Net Savings” shall mean the difference, if any, between (i) total disbursements by or on behalf of the Developer, its affiliates or their assignees in connection with the Project (including contributions to the Capital Reserve Account [as hereinafter defined]) and (ii) the Project Budget. Amounts remaining unspent in any category within the Project Budget may be used to offset cost overruns in any other category of the Project Budget.

c. **Project Stabilization Definition.** “Project Stabilization” shall mean the earlier of (a) the date upon which the Project has achieved and maintained 95% physical occupancy of apartments available for rent (i.e., excluding from total apartment count, models and units occupied for marketing and management purposes) continuously over

any ninety (90) day period or (b) the fifth (5th) anniversary of the date of Closing. Notwithstanding the foregoing, Developer may make a distribution of all or any percentage of Net Savings payable to the Authority prior to achieving 95% physical occupancy if necessary or desirable to comply with any applicable loan covenants and obligations in effect in connection with any Debt Financing.

d. **Capital Reserve Account.** Prior to determining Net Savings and disbursing any percentage thereof to the Authority, the Developer shall fund into an account (the "Capital Reserve Account") an amount equal to \$44,250.00. Developer and the Authority hereby acknowledge and agree that Developer shall have the right to withdraw funds from the Capital Reserve Account to pay for maintenance, repair and replacement costs and non-routine operating expenses, including without limitation, construction defects and failures to the extent not covered by applicable warranties, and deductibles on insurance claims without the prior consent of the Authority.

e. **Calculation of Net Savings.** Final determination of Net Savings shall be made by West Allis's construction cost consultant, in good faith and acting reasonably. Within 60 days following Project Stabilization, Developer shall provide West Allis and its construction cost consultant with a detailed description of the actual costs of the Project in a manner and format consistent with the original Project Budget. West Allis or its consultant may request any additional support or verification as may be reasonably needed including invoices and other proof of payments to compare the final cost to the original Project Budget.

9. **Contingent Payment.**

a. **Contingent Payment Triggers.** In further consideration of the participation by West Allis in this Agreement, and as more particularly provided below, upon the occurrence of either of the following at any time during which TID # 15 remains open:

i. sale by Developer or its affiliate of the Project or the conveyance of greater than a majority and controlling interest in Developer or its affiliate then owning the Project to any third-party unrelated to Developer (a "Sale"); or

ii. a Cash Out Refinancing of the Project;

(each a "Potential Trigger Event"), West Allis may be entitled to a one-time Contingent Payment as hereinafter provided.

b. **Contingent Payment and Definition.** If Net Proceeds (as hereinafter defined) resulting from a Sale or Cash Out Refinancing and provided further that the conditions outlined below are satisfied, result in the total Investor Equity (as hereinafter defined) realizing an Internal Rate of Return, to be determined based on the methodology reflected in the example calculation attached hereto as **Exhibit H – Calculation of Rate of Return** and in accordance with standard industry practice ("IRR") in excess of 15%, then (i) the first \$750,000 of excess proceeds after the Investor Equity receives an IRR of 15% shall be paid to the Authority (the amount to be paid to the Authority, the "CDA Residual") and (ii) 50% of the remaining proceeds after the payment of the CDA Residual shall be paid to the Authority (the "Contingent Payment"); any amounts so paid to the Authority shall be applied to pay down the principal of the Participating Loan or, if no principal remains on the Participating Loan, i.e., the Participating Loan has been paid in full, then any remaining Contingent Payment shall be paid to the Authority. Upon a

Sale or Cash Out Refinancing, as applicable, and, but if and to the extent applicable, after the payment of any CDA Residual and any Contingent Payment, any and all amounts that remain outstanding under the Participating Loan shall be the responsibility of TID #15, and Developer shall have no further obligation to pay any outstanding amount and shall be fully released from any obligations under or in connection with the Participating Loan. There shall be no CDA Residual nor Contingent Payment if the IRR is below 15%. As used herein, "Investor Equity" shall mean the cash invested into the Developer but expressly excluding from the calculated return any Sponsor Created Savings, any return on Sponsor Created Savings and any cash reinvestment of development fees by the Developer's sponsor and any return thereon and expressly excluding therefrom any promote or carried interest of the Developer's sponsor.

c. **Definition of Cash Out Refinancing.** "Cash Out Refinancing" means a refinancing of the Project that generates sufficient cash to directly result in a cash distribution to the direct and indirect members of Developer that results in the members receiving a return of all their capital and preferred returns and the Developer receiving a return of all its capital and preferred returns (including its Sponsor Created Savings and any return on Sponsor Created Savings). As necessary, the amount of Net Proceeds for purposes of calculating the IRR from partial cash out financings, where cash is distributed to the members but in insufficient amounts to return all of such capital and preferred returns, and partial Sale events after which Developer retains a continued ownership interest in the Project, will be accumulated for purposes of establishing the total amount of Net Proceeds for purposes of calculating the IRR and will not be paid until the total amount of the Net Proceeds can be calculated. Unless otherwise agreed to

by the Developer and the Authority, the Contingent Payment shall be paid in one lump sum pursuant to the terms and provisions herein and as more particularly set forth below.

d. **Definition of Net Proceeds.** “Net Proceeds” is herein defined to mean the gross sale or refinancing proceeds, less:

i. Costs of the sale and customary costs of closing or the costs of refinancing, such as title insurance, closing fees, brokers’ fees, lenders’ fees and points, taxes, recording fees, transfer fees, expense prorations, accounting expenses and attorneys’ fees;

ii. Amounts due lender(s) under the notes and financing agreements for the Project (including the outstanding balance of the CDA Loan, if any, and working capital loans or other advances of funds made by Developer or any of its members or affiliates for the Project);

iii. Investor Equity, including any accrued and unpaid preferred return thereon; and

iv. Any Sponsor Created Savings representing savings created by Developer reducing its fees, including any accrued and unpaid preferred return thereon or cash allocation related thereto.

e. **Timing of Payment.** Upon the occurrence of a Potential Trigger Event that triggers the requirement that the Developer pay the CDA Residual and/or the Contingent Payment, the Developer shall have up to ninety (90) days subsequent to the determination of the amount of the Contingent Payment to make such payments.

f. **West Allis Ongoing Obligations.** If a Sale occurs before closure of the TID #15, West Allis agrees to (i) continue to make the scheduled payments of D-MRO

(to the extent not already fully disbursed and paid and any accruals thereof), to disburse payments either to the Developer, or at Developer's option, to the purchaser of the Project or to the purchaser of the controlling interest in Developer or to the then owner of the Project (to the extent not already fully disbursed), less any accrued and unpaid interest on the Participating Loan, and (ii) to continue administering and operating TID #15 in accordance with this Agreement.

10. **Conditions to the Parties' Obligations.** The parties' obligations to complete their respective obligations are conditioned on the following being satisfied:

- a. **Zoning & Design Review.** The City shall have approved any and all licenses, permits and approvals required for the construction of the Project.
- b. **Evidence of Financing.** Evidence that the Developer has secured sufficient financing commitments to enable the Project to proceed.
- c. **Legal Agreements.** The Purchase and Sale Agreement, the ECS Agreement, the Services Escrow Agreement (as defined in the Purchase and Sale Agreement), this Agreement, and the Development Agreement have been executed and delivered by the applicable parties thereto and all of the conditions to the closing on the Property and the development of the Project have been satisfied or waived by the party benefiting therefrom (collectively, the "Legal Agreements").
- d. **City Financing Approvals.** The City shall have approved, and shall have taken all actions necessary on the part of the municipality, to properly authorize the above-contemplated actions, investments, contracts and findings, including issuance of the D-MRO, the CDA Loan, the Participating Loan, and the Legal Agreements.

e. **CDA Financing Approvals.** The Authority shall have obtained approval and shall have taken all actions necessary to properly authorize the CDA Loan and the Participating Loan and the Legal Agreements.

11. **Prevailing Wage Not Required.** City is not aware of any obligations on the part of the Developer arising out of any obligation of or to West Allis that would require Developer to enforce, impose or apply any prevailing wage requirements or any other wage or labor affiliation restrictions on its contractors in connection with any aspect of the Project. City is not aware of any requirement that municipal bidding procedures be utilized to select a contractor for any of the contemplated work, including, without limitation, the Environmental and Capping Work.

12. **PILOT and Shortfall Agreement.**

a. **PILOT.** Ownership of the Property, or any part thereof, by any person, partnership, corporation, or entity, which in any manner renders any part of the Property exempt from property taxation during the life of Tax Increment District Number 15 shall result in a payment in lieu of taxes from the owner of that portion of the Property that is so exempt to the City each year in an amount equal to the amount of taxes that would be due and owing on that portion of the Property if that portion was not tax exempt. Such payment shall be due, payable and collected in the same manner as property taxes, to the extent permitted by law. The Developer, its successors, and assigns as the owners or occupants of the Property waive the right to contest the validity of this provision. This Section shall automatically terminate upon the termination of Tax Increment District Number 15.

b. **Shortfall Agreement.** In consideration of West Allis providing the financial assistance outlined in Section 4 of this Agreement, Developer, its successors, assigns, or affiliates (as opposed to any tenant of the Commercial Building), agree to not challenge any property tax assessment levied against the Commercial Building or the Project prior to the termination of TID #15 except that any or all of them may contest any such property tax assessment but only in good faith and only if and to the extent any such property tax assessment is in excess of the anticipated minimum assessed value of the Property in the same particular tax year as set forth in **Exhibit B – TID #15 (the Market) Cash Flow Projection and D-MRO Schedule.** If a property tax assessment challenge is initiated and results in a lower tax assessment, the owner of the Property shall make a shortfall payment to the City in an amount equal to cover any shortfalls in tax increment payments between the actual assessed value of the Property in a particular tax year and the anticipated minimum assessed value of the Property in the same particular tax year as set forth in **Exhibit B – TID #15 (the Market) Cash Flow Projection and D-MRO Schedule.** Such payment shall be due, payable and collected in the same manner as property taxes, to the extent permitted by law. The Developer, its successors, and assigns as the owners or occupants of the Property waive the right to contest the validity of this provision. This Section shall automatically terminate upon the termination of Tax Increment District Number 15.

c. **Change in Method of Taxation.** To the extent in compliance with applicable law, if any tax, assessment or like charge is imposed on or assessed against the Commercial Building or the Project or the use and operations thereof or income therefrom, as an alternative to, a replacement of, or as supplemental to, any or all of the

property taxes that are intended by the parties hereto to constitute the Tax Increments, or increment or like revenues under the tax increment law or any equivalent, then such taxes, assessments, and charges shall be deemed to be Tax Increments hereunder and shall be disbursed as set forth in this Agreement. Notwithstanding the foregoing, special assessments and special charges levied by the City for permitted purposes, such as to pay for improvements and services, shall not be include as Tax Increments.

13. **Confidentiality.** West Allis acknowledges that certain portions of the materials to be exchanged pursuant to this Agreement (e.g., financial statements, project models) contain sensitive and proprietary information relating to the Developer, the Property, and the Project and that disclosure could cause irreparable harm if such materials were to be made available to the general public. Additionally, certain of the materials to be exchanged may be trade secrets or copyrighted. The Parties further acknowledge that West Allis is subject to the requirements of the Wisconsin Public Records Law, Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records are subject to public disclosure, unless there is a statutory, common law, or public policy reason for nondisclosure. The Parties acknowledge that this Agreement is subject to the provisions of the Public Records Law of the State of Wisconsin (Wis. Stat. Section 19.21 et seq.) This Agreement, the Purchase and Sale Agreement, the Development Agreement, all documents used in determining the amount of public financing for this Agreement, and other attachments to this Agreement are deemed to be public records. All documents or portions of a document that Developer believes to contain protected information should be labeled "Confidential" and should contain an explanation as to why Developer thinks that such information is confidential. Nevertheless, despite labeling a document "confidential," the Developer acknowledges that this information may be considered a public record pursuant to

Wisconsin law. Should West Allis receive a records request for any document that the Developer labels as confidential, West Allis shall notify the Developer of the request and afford the Developer a reasonable period of time (not to exceed ten (10) business days) to respond to West Allis. If the Developer objects to release of the requested record(s) or part thereof, West Allis shall perform the common law balancing test. If West Allis determines that the balance falls in favor of non-disclosure, it shall so inform the Developer and the requestor. If West Allis determines that the balance falls in favor of disclosure, it shall so notify the Developer and the requestor and afford the Developer a reasonable time (not to exceed ten (10) business days) to commence an action seeking to prevent disclosure of the record(s). If and to the extent that the exhibits attached to this Agreement are insufficient to indicate the rationale used by the Authority or the City to size the public assistance provided to the Project, then the Authority and the City may disclose such other information as the Authority and the City deem reasonably necessary to justify the level of public assistance so long as all excel files, models and spread sheets are kept confidential as set forth herein.

14. **Assignment.** This Agreement and all rights and obligations therein, including but not limited to the indemnification provisions thereunder, may be assigned in whole or in part by the Developer to an affiliated entity upon notice to the Authority. For purposes of this Section 14, the term "affiliated entity" shall mean an entity controlling or controlled by or under common control with the Developer. This Agreement may also be collaterally assigned in whole or in part by the Developer to any lender or lenders holding a mortgage on all or any part of the Property. No such lender shall have any liability hereunder unless said lender elects to effectuate such assignment and exercise the Developer's rights hereunder. Upon any such assignment, references to Developer contained in this Agreement shall refer to the assignee, unless the

assignment expressly provides otherwise, it being understood, for example, that Developer or any assignee of Developer may elect to retain the benefits of the D-MRO and is not required to assign the D-MRO to the owner of the Apartment Parcel.

15. **No Partnership or Venture.** The Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between West Allis and the Developer or any contractor or subcontractor employed by the Developer in the construction of the Project. No elected official, member, officer, or employee of West Allis during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

16. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one calendar day after deposit with a nationally recognized overnight commercial courier service, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the Authority: Community Development Authority of the City of West Allis
 Office of the Executive Director
 7525 West Greenfield Avenue
 West Allis, WI 53214
 Attn: Executive Director

To the City: City of West Allis
 Office of the City Attorney
 7525 West Greenfield Avenue
 West Allis, WI 53214
 Attn: City Attorney

To Developer: Six Points West Allis Apartments LLC
330 East Kilbourn Avenue
Suite 600 South
Milwaukee, WI 53202
Attn: Barry R. Mandel

With a copy to: Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Sarah O. Jelencic

17. **Further Assurances.** Following the Closing, each of the Parties will take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by any other Party in order to perfect and complete the financing of the Project as described herein as well as any other transactions specifically contemplated herein.

18. **Waiver of Terms.** Except as otherwise provided herein, any of the terms or conditions of this Agreement may be waived at any time by the Party or Parties entitled to benefit thereof, but only by a written notice signed by the Party or Parties waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

19. **Amendment of Agreement.** This Agreement may be amended, supplemented, or modified at any time, but only by a written instrument duly executed by West Allis and the Developer.

20. **Governing Law and Venue.** This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts

located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

21. **Execution in Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original Agreement, but all of which together shall constitute one and the same instrument.

22. **Titles and Headings.** Titles and headings to sections or subsections are for purposes of references only and shall in no way limit, define, or otherwise affect the provisions herein.

23. **Entire Agreement.** This Agreement, including the schedules and Exhibits annexed hereto, and listed below. All the schedules and Exhibits constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, by the Parties or any of them, with respect to the subject matter hereof.

- Exhibit A - Property
- Exhibit B - TID #15 (the Market) Cash Flow Projection and D-MRO Schedule
- Exhibit C - Intentionally deleted.
- Exhibit D - Intentionally Deleted
- Exhibit E - Intentionally Deleted.
- Exhibit F - Intentionally Deleted
- Exhibit G - Project Budget
- Exhibit H - Calculation of Rate of Return
- Exhibit I - MGI CDA Guaranty
- Exhibit J - CDA Note
- Exhibit K - Participating Loan Note

24. **Subordination of CDA Loan and Participating Loan.** The CDA Loan and the Participating Loan are hereby expressly and fully subordinated in their entirety to any and all loans made or advanced and secured by a mortgage on the Project or any part or parts thereof. Upon the request of Developer or any secured lender to Developer, the Authority agrees to enter into an agreement or agreements fully subordinating the CDA Loan and the Participating Loan to any and all loans made or to be made by any such lender(s).

25. **Interpretation.** Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders.

26. **Construction.** The West Allis and the Developer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

27. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

28. **Survive the Closing.** The agreements, covenants, warranties and representations contained herein shall survive the Closing of the transaction contemplated herein. Following completion of the Project, the Authority agrees to provide upon request a written certificate of completion in a form attached to the Development Agreement as Exhibit 4 that confirms completion of the Project and termination of those provisions of this Agreement that, by their nature, terminate upon Project completion.

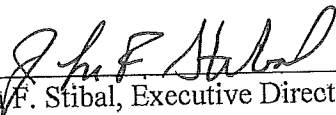
29. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon and benefit the Parties and their respective successors and assigns.

30. **Good Faith.** The Parties covenant and agree to act in good faith in the performance and enforcement of the provisions of this Agreement.

[Signature Page Follows]

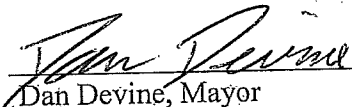
AGREED TO BY AND BETWEEN the Developer, the Authority, and the City on the date first set forth above.

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

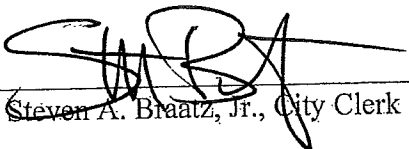
By: 
John F. Stibal, Executive Director

Dated: 5-1-18

CITY OF WEST ALLIS

By: 
Dan Devine, Mayor

Dated: 5/4/18

By: 
Steven A. Braatz, Jr., City Clerk

Dated: 5-4-18

[Signature Page to Development Financing Agreement]

SIX POINTS WEST ALLIS APARTMENTS LLC

By: Mandel/Six Points West Allis Apartments LLC

By: _____

Name:

Its:

Dated: _____

Approved as to form this 1st day
of May, 2018.


Jenna Merten, Deputy City Attorney

[Signature Page to Development Financing Agreement]

EXHIBITS TABLE

Exhibit A	-	Property
Exhibit B	-	TID #15 (the Market) Cash Flow Projection and D-MRO Schedule
Exhibit C	-	Intentionally deleted.
Exhibit D	-	Intentionally deleted.
Exhibit E	-	Intentionally deleted.
Exhibit F	-	Intentionally deleted
Exhibit G	-	Project Budget
Exhibit H	-	Calculation of Rate of Return
Exhibit I	-	MGI CDA Guaranty
Exhibit J	-	CDA Note
Exhibit K	-	Participating Loan Note

EXHIBIT A

Property

Lot 2 Certified Survey Map No. 8966, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 23, 2017 as Document No. 10722457, being a redivision of Lot 1 of Certified Survey Map No. 8867, being a part of the 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

TID #15 (the Market) Cash Flow Projection and D-MRO Schedule

(See attached)

EXHIBIT C

Intentionally Deleted

EXHIBIT D

Intentionally Deleted

D-1

EXHIBIT E

Intentionally Deleted

EXHIBIT F

Intentionally Deleted

EXHIBIT G

Project Budget

(See attached)

Exhibit G

Project Budget

The West West Allis, Wisconsin			
ESTIMATED DEVELOPMENT BUDGET			
Dwelling Units			177
USES OF FUNDS	ECS Contract	Developer Scope	Consolidated
Land	\$ -	\$ -	1
Construction			
General Conditions	-	1,672,224	1,672,224
Construction - Trade Subcontracts	2,389,500	24,411,093	26,800,593
Construction Fee	67,500	1,028,703	1,096,203
Construction Contingency	-	1,708,369	1,708,369
Bonds	-	-	-
Subtotal -- Construction	2,457,000	28,820,389	31,277,389
Development Costs			
Design & Engineering	183,000	814,328	997,328
Taxes & Insurance	5,000	339,000	344,000
Fees & Permits	-	216,235	216,235
Legal & Professional	55,000	447,500	502,500
Marketing & Property Start-Up	-	562,500	562,500
Subtotal -- Development Costs	243,000	2,379,563	2,622,563
Financing			
Construction Interest	-	800,000	800,000
Financing Fees	-	402,200	402,200
Other Financing Costs	-	25,000	25,000
Subtotal -- Financing	-	1,227,200	1,227,200
Operating Reserve	-	850,000	850,000
Development Contingency	-	126,500	126,500
Developer Fee	5.00%	1,832,692	1,832,692
TOTAL DEVELOPMENT BUDGET	2,700,000	35,236,346	37,936,346
SOURCES OF FUNDS			
Construction Loan	-	21,000,000	21,000,000
CDA Loan	-	1,500,000	1,500,000
CDA Participating Loan	-	2,500,000	2,500,000
Environmental/Public Partnership Grant	2,700,000	-	2,700,000
Developer's Equity--Fees Contributed	-	916,346	916,346
Cash Equity	-	9,320,000	9,320,000
TOTAL SOURCES OF FUNDS	\$ 2,700,000	\$ 35,236,346	\$ 37,936,346

EXHIBIT H

Calculation of Rate of Return

(See attached)

**The West
West Allis, Wisconsin**

CONTINGENT PAYMENT EXAMPLE

Investor IRR Summary (Base Projections)		(Projections Modified to Apply) 4% Inc/Exp Growth		(Projections Modified to Apply) 5.25% Cap Rate		
Year Ten NOI (Yr 11 Proj)	\$ 2,345,370		\$ 2,700,000		\$ 2,345,370	
Cap Rate	6.50%		6.50%		5.25%	
Original Equity Investment	9,320,000		9,320,000		9,320,000	
Year 10 Cash Flow	1,115,218		1,115,218		1,115,218	
Sales Price	36,082,610		41,538,462		44,673,707	
Value of TIF/City Refi Proceeds	6,267,889		6,267,889		6,267,889	
Less Costs of Sale	2.50% (1,058,762)		(1,195,159)		(1,273,540)	
Gross Sales Proceeds	41,291,736		51,013,678		49,668,056	
CDA Participating Loan (Projected Developer Release)	\$ 2,500,000					
Accrued Preferred Return	\$ (2,500,000)					
Permanent Financing	\$ 22,141,389					
Equity	\$ 9,320,000					
Sponsor Created Savings	\$ 916,346					
Total Debt/Equity	32,377,735		32,377,735		32,377,735	
Net Available for Distribution	\$ 8,914,001		\$ 18,635,943		\$ 17,290,321	
Distributable Cash (or cash required for Investors to reach 15% IRR)	8,914,001		16,100,000		16,100,000	
Distributable Cash to a 15% IRR to the Investor						
Investor	60.00% 5,348,400		60.00% 9,660,000		60.00% 9,660,000	
Sponsor	40.00% 3,565,600		40.00% 6,440,000		40.00% 6,440,000	
Distributable Cash above a 15% IRR to the Investor						
CDA Residual	-		2,535,943		1,190,321	
CDA Loan/Participating Loan Payment	50.00% -		50.00% 892,971		50.00% 750,000	
Investor & Sponsor Distributable Cash	50.00% -		50.00% 892,971		50.00% 220,160	
Distributable Cash						
Investor	60.00% -		60.00% 892,971		60.00% 220,160	
Sponsor	40.00% -		40.00% 535,783		40.00% 132,096	
			40.00% 357,189		40.00% 88,064	
Sample IRR Calculations						
	Year	Return	Year	Return	Year	Return
		(9,320,000)		(9,320,000)		(9,320,000)
	1	81,753	1	81,753	1	81,753
	2	1,102,029	2	1,102,029	2	1,102,029
	3	1,408,152	3	1,408,152	3	1,408,152
	4	1,014,226	4	1,014,226	4	1,014,226
	5	1,052,879	5	1,052,879	5	1,052,879
	6	945,148	6	945,148	6	945,148
	7	985,951	7	985,951	7	985,951
	8	1,027,875	8	1,027,875	8	1,027,875
	9	1,070,953	9	1,070,953	9	1,070,953
	10	15,783,619	10	20,095,219	10	20,095,219
			Year 10 Breakdown		Year 10 Breakdown	
			Yr 10 Cash Flow	1,115,218	Yr 10 Cash Flow	1,115,218
			Original Capital	9,320,000	Original Capital	9,320,000
			Residual	9,660,000	Residual	9,660,000
			IRR*	15.00%	IRR	15.00%
			Final Investor IRR after City Distribution			
		(9,320,000)		(9,320,000)		(9,320,000)
	1	81,753	1	81,753	1	81,753
	2	1,102,029	2	1,102,029	2	1,102,029
	3	1,408,152	3	1,408,152	3	1,408,152
	4	1,014,226	4	1,014,226	4	1,014,226
	5	1,052,879	5	1,052,879	5	1,052,879
	6	945,148	6	945,148	6	945,148
	7	985,951	7	985,951	7	985,951
	8	1,027,875	8	1,027,875	8	1,027,875
	9	1,070,953	9	1,070,953	9	1,070,953
	10	20,631,001	10	20,227,315	10	20,227,315
			Year 10 Breakdown		Year 10 Breakdown	
			Yr 10 Cash Flow	1,115,218	Yr 10 Cash Flow	1,115,218
			Original Capital	9,320,000	Original Capital	9,320,000
			Residual	10,195,783	Residual	9,792,096
			IRR	15.22%	IRR	15.05%

*IRR calculations based on amount of original equity investment.

EXHIBIT I

MGI CDA Guaranty

(See attached)

MGI CDA GUARANTY

This Guaranty by the undersigned entity, Mandel Group, Inc. (referred to herein as "Guarantor"), is for the benefit and security of the CDA Loan (defined below) issued by the Community Development Authority of the City of West Allis ("CDA").

WHEREAS, Six Points West Allis Apartments LLC, a Wisconsin limited liability company (hereinafter the "Borrower" or "Developer"), has requested the CDA to extend to it a loan in the original principal amount of One Million Five Hundred and no/100 Dollars (\$1,500,000.00) (hereinafter the "CDA Loan"), the proceeds of which will be used to construct two 3-story multifamily apartment buildings and related improvements (hereinafter the "Project") as more particular described in the Purchase and Sale Agreement by and between the CDA, as seller, and the Developer, as buyer; and,

WHEREAS, the CDA is willing to make the CDA Loan on the terms and conditions set forth in the Development Financing Agreement of even date herewith (hereinafter the "Development Financing Agreement"), and to accept the Borrower's Note for the CDA Loan (hereinafter the "Note"), but requires, as a condition of making the CDA Loan, that the Guarantor execute this Guaranty as security for the payment of the Borrower's obligation under the Note in case of default; and,

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

WHEREAS, it is in the interests of both the Borrower and the Guarantor that the Borrower obtain the Loan.

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. So long as any indebtedness of the Borrower, pursuant to the Developer CDA Obligation, as defined in the Development Finance Agreement, to the CDA is outstanding, the Guarantor represents and warrants as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against the 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 will 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, 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 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 the Borrower, or any of their 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 CDA has not made any representations or warranties with respect to, and agrees that the CDA 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 Note or the financial condition of any Borrower. The Guarantor has independently determined the collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the CDA continue to make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantees to the CDA:

A. Payment within 10 business days after written notice to Guarantor (the "Demand Notice") specifying a payment default by Borrower and the amount owed by Borrower to the CDA under the CDA Loan in accordance with the terms and conditions set forth in the Development Financing Agreement, whether by maturity, acceleration, default or otherwise, of the amount then due from Borrower under the CDA Loan as set forth in the Demand Notice.

B. Payment, on upon 10 business days written demand by the CDA, of all reasonable legal or other costs, expenses and fees at any time paid or incurred by the CDA in endeavoring to collect all or part of the Note or to realize upon this Guaranty upon a default beyond any applicable grace or cure period. (The amounts in clauses A. and B. being, collectively, hereinafter referred to as the "Obligations").

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, its successors, and permitted assigns. This Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Note or Development Financing Agreement or any of the terms thereof, the continuance of any Obligations on the part of the Borrower on either the Note or the Development Financing Agreement, or the power or authority or lack of power or authority of the Borrower or any other

party to issue the Note or execute and deliver the Development Financing Agreement or to perform any of the 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 Borrower to perform any covenant or agreement under the terms of the Note or the Development Financing Agreement, or the failure to resort for payment to the Borrower 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 Note or Development Financing Agreement or amendments, modifications, consents or waivers with respect to the Note or Development Financing Agreement or any subordination of the Obligations to any other obligations of the Borrower (the Guarantor hereby expressly consenting to all of the foregoing).

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

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 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 Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge 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 CDA to resort in any manner or form for payment to the Borrower 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 CDA 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 Borrower shall default under the terms of the Note or Development Financing 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.

4. This Guaranty shall be a continuing guaranty so long as any of the Obligations remain unpaid, and may be enforced by the CDA or any subsequent holder of the Note or successor in interest under the Development Financing Agreement (provided that the CDA may only transfer the Note, the Guaranty, and the Development Financing Agreement only to the City of West Allis or any successor to the CDA, 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.

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

6. 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 _____, 2018.

MANDEL GROUP, INC.

Name: Barry R. Mandel
Title: President

State of Wisconsin)
) ss.
Milwaukee County)

Personally came before me this _____ day of _____, 2018 the above-named Barry R. Mandel, President 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: _____

Acceptance:

This Guaranty is hereby accepted this 1 day of May 2018, by the CDA.

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF WEST
ALLIS ("CDA")

By: John R. Stibal
John R. Stibal
Executive Director

EXHIBIT J

CDA Note

(See attached)

CDA Note

\$1,500,000

West Allis, Wisconsin
May 1, 2018

NOTE

FOR VALUE RECEIVED, the undersigned, Six Points West Allis Apartments LLC, a Wisconsin limited liability company ("Borrower"), promises to pay to the order of the Community Development Authority of the City of West Allis, a body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes ("Authority" or "Holder"), the sum of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00), together with interest on the unpaid principal balance from the date advanced until paid in full at the rate of 2.50 percent per annum.

Interest only on the amount of loan proceeds as may be disbursed from time to time shall be due and payable in arrears on an annual basis commencing on the first distribution of Tax Increment (as defined in that certain Development Financing Agreement among Borrower, Authority and the City of West Allis, Wisconsin, [the "Financing Agreement"]) after the 25th month following Closing (as defined in the Financing Agreement) and every twelve months thereafter. The outstanding principal balance, together with any accrued and unpaid interest due on this Note, shall be due and payable upon the earliest of a Sale (as defined in the Financing Agreement), Cash Out Refinancing (as defined in the Financing Agreement), or the 11th anniversary date of Closing. Borrower may elect to pay any accrued and unpaid interest directly to the Authority or if Borrower does not pay such interest directly, then any such unpaid interest may be paid through Tax Increments generated from TID # 15 applied as set forth in the Financing Agreement as adjusted to reflect any principal payments hereunder.

Borrower agrees to pay all costs of collection, including reasonable attorneys' fees and all fees and expenses incurred by the Authority in endeavoring to protect, enforce and realize upon any collateral security for the payment of the Note. Borrower, for itself, its successors and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Treasurer of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the Holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the Holder of this Note, because of the failure of Borrower to make prompt payment of the principal balance, the Holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid within 10 days after written notice that it is past due, or if default beyond any applicable grace/cure period occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Notes beyond any applicable grace/cure period, or if the Project is not commenced and/or substantially completed within the time periods set forth in the Development Agreement (as defined in the Financing Agreement) and such failure results in a default under the Development Agreement that is not cured within 10 days after written notice of such default, then the Holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and demand being hereby expressly waived. The Holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter, in lieu of late charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of ten percent (10.0%) per annum until paid.

This Note is secured by the MGI CDA Guaranty (as defined in the Financing Agreement). This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of Borrower or any guarantor or enforcer, the Holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

[Signature Page Follows]

SIX POINTS WEST ALLIS APARTMENTS LLC
("Borrower")

By: Mandel/Six Points West Allis Apartments LLC

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

EXHIBIT K

Participating Loan Note

(See attached)

Exhibit K
"CDA Participating Note"

\$2,500,000

West Allis, Wisconsin
May 1, 2018

CDA PARTICIPATING NOTE

FOR VALUE RECEIVED, the undersigned, Six Points West Allis Apartments LLC, a Wisconsin limited liability company ("Borrower"), promises to pay to the order of the Community Development Authority of the City of West Allis, a body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes ("Authority" or "Holder"), the sum of Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00), together with interest on the unpaid principal balance from the date advanced until paid in full at the rate of 2.50 percent per annum, as and to the extent more particularly set forth herein.

Interest only on the amount of loan proceeds as may be disbursed from time to time shall be due and payable in arrears on an annual basis commencing on the first distribution of Tax Increment (as defined in that certain Development Financing Agreement among Borrower, Authority and the City of West Allis, Wisconsin, [the "Financing Agreement"]) after the 25th month following Closing (as defined in the Financing Agreement) and every twelve months thereafter. The outstanding principal balance, together with any accrued and unpaid interest due on this Note, shall be due and payable in accordance with the terms of the Financing Agreement. Borrower may elect to pay any accrued and unpaid interest directly to the Authority or if Borrower does not pay such interest directly, then any such unpaid interest may be paid through Tax Increments generated from TID # 15 applied as set forth in the Financing Agreement as adjusted to reflect any principal payments hereunder.

Borrower agrees to pay all costs of collection, including reasonable attorneys' fees and all fees and expenses incurred by the Authority in endeavoring to protect, enforce and realize upon any collateral security for the payment of the Note. Borrower, for itself, its successors and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Treasurer of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the Holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the Holder of this Note, because of the failure of Borrower to make prompt payment of the principal balance, the Holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid within 10 days after written notice that it is past due, or if default beyond any applicable grace/cure period occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note beyond any applicable grace/cure period, or if the Project is not commenced and/or substantially completed within the time periods set forth in the Development Agreement (as defined in the Financing Agreement) and such failure results in a default under the Development Agreement that is not cured within 10 days after written notice of such default, then the Holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and demand being hereby expressly waived. The Holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter, in lieu of late charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of ten percent (10.0%) per annum until paid.

This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of Borrower or any guarantor or enforcer, the Holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

[Signature Page Follows]

SIX POINTS WEST ALLIS APARTMENTS LLC
("Borrower")

By: Mandel/Six Points West Allis Apartments LLC

By: _____

Name: Barry R. Mandel

Its: Manager

EXHIBIT G

Memorandum of Agreements

(See attached)

Exhibit G to the Purchase and Sale Agreement

Document Number _____

MEMORANDUM OF AGREEMENTS

NOTICE IS HEREBY GIVEN that (1) a Purchase and Sale Agreement; Apartments, (2) a Development Agreement, and (3) a Development Financing Agreement have been made and entered into as of the ____ day of _____, 2018 (collectively, the "Agreements"), by and among the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created by ordinance by the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, SIX POINTS WEST ALLIS APARTMENTS LLC, a Wisconsin limited liability company, and its successors and assigns, and, as applicable, the City of West Allis, Wisconsin, wherein the parties have set forth certain terms and conditions governing the sale, purchase, and development of certain lands located in the City of West Allis, Milwaukee County, State of Wisconsin, legally described on Exhibit "A", attached hereto and made a part hereof.

For Notice Purposes. This Memorandum of Agreements (this "Memorandum") is entered into for notice purposes only, and anyone relying hereon is put on notice that this Memorandum is only a summary of certain terms and conditions set forth in the Agreements, and the Agreements contain additional terms and conditions not set forth herein, including an agreement requiring, under certain circumstances, payments in lieu of taxes. Nothing contained herein shall modify or amend the terms of the Agreements, and if the terms of this Memorandum conflict with the terms of the Agreements, the Agreements shall control.

Counterparts. This Memorandum may be executed in one or more counterparts which, when taken together, shall constitute one original.

(SIGNATURE PAGE FOLLOWS)

This instrument was drafted by: Candace Berg, Esq., Foley & Lardner LLP, 777 East Wisconsin Ave Milwaukee, WI 53202.

This space is reserved for recording data

Return to

Sarah O. Jelencic
Foley & Lardner LLP
777 East Wisconsin Ave.
Milwaukee, Wisconsin 53202

Parcel Identification Number/Tax Key Number

454-0651-002

IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Agreements.

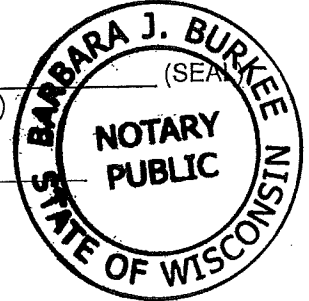
COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF WEST ALLIS

By: John F. Stibal
Name: John F. Stibal
Its: Executive Director

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 1st day of May, 2018, John F. Stibal, the Executive Director of the Community Development Authority of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said Authority.

Barbara J. Burkee
(Barbara J. Burkee)
Notary Public, State of Wisconsin
My Commission Expires: 10-18-19



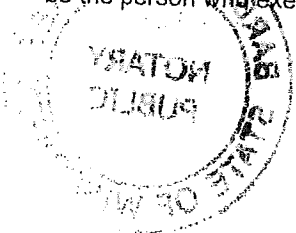
SIX POINTS WEST ALLIS APARTMENTS LLC

By: Mandel/Six Points West Allis Apartments LLC
Its: Manager

By: _____
Barry R. Mandel, Manager

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this _____ day of _____, 2018, the above-named Barry R. Mandel, Manager of Mandel/Six Points West Allis Apartments LLC, the Manager of Six Points West Allis Apartments LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.



_____(SEAL)
(
Notary Public, State of Wisconsin)
My Commission Expires: _____

CITY OF WEST ALLIS

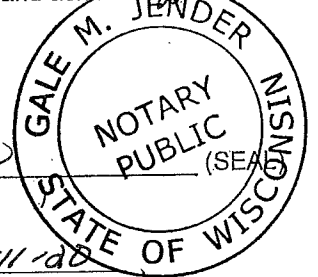
By: *Dan Devine*
Dan Devine, Mayor

By: *SA Braatz*
Steven A. Braatz, Jr., City Clerk

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 4 day of May, 2018, Dan Devine, the Mayor of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said City.

Gale M Jender
Gale M Jender
Notary Public, State of Wisconsin
My Commission Expires: 9-11-20



State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 4 day of May, 2018, Steven A Braatz, the City Clerk of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said City.

Gale M Jender
Gale M Jender
Notary Public, State of Wisconsin
My Commission Expires: 9-11-20

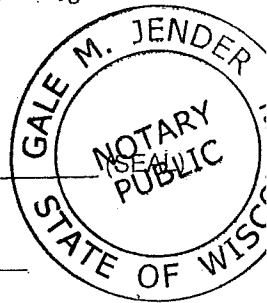


EXHIBIT A

LEGAL DESCRIPTION

Lot 2 Certified Survey Map No. 8966, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 23, 2017 as Document No. 10722457, being a redivision of Lot 1 of Certified Survey Map No. 8867, being a part of the Northwest ¼ of the Northeast ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

EXHIBIT H

Project Budget

(See attached)

Exhibit H to the Purchase and Sale Agreement

Project Budget

The West West Allis, Wisconsin				
ESTIMATED DEVELOPMENT BUDGET				
Dwelling Units				177
USES OF FUNDS	ECS Contract	Developer Scope	Consolidated	
Land	\$ -	\$ -	\$ 1	1
Construction				
General Conditions	-	1,672,224	-	1,672,224
Construction - Trade Subcontracts	2,389,500	24,411,093	-	26,800,593
Construction Fee	67,500	1,028,703	-	1,096,203
Construction Contingency	-	1,708,369	-	1,708,369
Bonds	-	-	-	-
Subtotal -- Construction	2,457,000	28,820,389	-	31,277,389
Development Costs				
Design & Engineering	183,000	814,328	-	997,328
Taxes & Insurance	5,000	339,000	-	344,000
Fees & Permits	-	216,235	-	216,235
Legal & Professional	55,000	447,500	-	502,500
Marketing & Property Start-Up	-	562,500	-	562,500
Subtotal -- Development Costs	243,000	2,379,563	-	2,622,563
Financing				
Construction Interest	-	800,000	-	800,000
Financing Fees	-	402,200	-	402,200
Other Financing Costs	-	25,000	-	25,000
Subtotal -- Financing	-	1,227,200	-	1,227,200
Operating Reserve	-	850,000	-	850,000
Development Contingency	-	126,500	-	126,500
Developer Fee 5.00%	-	1,832,692	-	1,832,692
TOTAL DEVELOPMENT BUDGET	2,700,000	35,236,346	37,936,346	
SOURCES OF FUNDS				
Construction Loan	-	21,000,000	-	21,000,000
CDA Loan	-	1,500,000	-	1,500,000
CDA Participating Loan	-	2,500,000	-	2,500,000
Environmental/Public Partnership Grant	2,700,000	-	-	2,700,000
Developer's Equity--Fees Contributed	-	916,346	-	916,346
Cash Equity	-	9,320,000	-	9,320,000
TOTAL SOURCES OF FUNDS	\$ 2,700,000	\$ 35,236,346	\$ 37,936,346	

EXHIBIT I

Pro Forma

(See attached)

Exhibit I to Purchase and Sale Agreement

Project Proforma

The West West Allis, Wisconsin			
ESTIMATED DEVELOPMENT BUDGET			
	Dwelling Units		177
USES OF FUNDS	CDA Scope	Developer Scope	Consolidated
Land	\$ -	\$ -	\$ 1
Construction			
General Conditions	-	1,672,224	1,672,224
Construction - Trade Subcontracts	2,389,500	24,411,093	26,800,593
Construction Fee	67,500	1,028,703	1,096,203
Construction Contingency	-	1,708,369	1,708,369
Bonds	-	-	-
Subtotal -- Construction	2,457,000	28,820,389	31,277,389
Development Costs			
Design & Engineering	183,000	814,328	997,328
Taxes & Insurance	5,000	339,000	344,000
Fees & Permits	-	216,235	216,235
Legal & Professional	55,000	447,500	502,500
Marketing & Property Start-Up	-	562,500	562,500
Subtotal -- Development Costs	243,000	2,379,563	2,622,563
Financing			
Construction Interest	-	800,000	800,000
Financing Fees	-	402,200	402,200
Other Financing Costs	-	25,000	25,000
Subtotal -- Financing	-	1,227,200	1,227,200
Operating Reserve	-	850,000	850,000
Development Contingency	-	126,500	126,500
Developer Fee 5.00%	-	1,832,692	1,832,692
TOTAL DEVELOPMENT BUDGET	2,700,000	35,236,346	37,936,346
SOURCES OF FUNDS			
Construction Loan	-	21,000,000	21,000,000
CDA Loan	-	1,500,000	1,500,000
CDA Participating Loan	-	2,500,000	2,500,000
Environmental/Public Partnership Grant	2,700,000	-	2,700,000
Developer's Equity--Fees Contributed	-	916,346	916,346
Cash Equity	-	9,320,000	9,320,000
TOTAL SOURCES OF FUNDS	\$ 2,700,000	\$ 35,236,346	\$ 37,936,346

The West West Allis, WI						
RENT ROLL						
Unit Type	Number	Percent of Total	Unit Rent	Square Feet	Rent per Sq. Ft.	Potential Monthly Rent
Studio	18	10.17%	\$859	519	\$1.66	\$15,462
1BR Unit A	57	32.20%	\$1,049	712	\$1.47	\$59,793
1BR Unit B	3	1.69%	\$1,199	836	\$1.43	\$3,597
1BR Unit C	3	1.69%	\$1,199	835	\$1.44	\$3,597
1BR Unit D	3	1.69%	\$1,249	873	\$1.43	\$3,747
1BR Unit E	6	3.39%	\$1,249	864	\$1.45	\$7,494
2BR Unit A	2	1.13%	\$1,599	1,158	\$1.38	\$3,198
2BR Unit B	3	1.69%	\$1,699	1,160	\$1.46	\$5,097
2BR Unit C	3	1.69%	\$1,599	1,096	\$1.46	\$4,797
2BR Unit D	51	28.81%	\$1,599	1,028	\$1.56	\$81,549
2BR Unit E	3	1.69%	\$1,699	1,118	\$1.52	\$5,097
2BR Unit F	3	1.69%	\$1,599	1,121	\$1.43	\$4,797
2BR Unit G	4	2.26%	\$1,729	1,343	\$1.29	\$6,916
3BR Unit A	11	6.21%	\$1,799	1,386	\$1.30	\$19,789
3BR Unit B	1	0.56%	\$1,849	1,473	\$1.26	\$1,849
3BR Unit C	4	2.26%	\$1,849	1,427	\$1.30	\$7,396
3BR Unit D	2	1.13%	\$1,999	1,556	\$1.28	\$3,998
TOTALS	177	100.00%	\$ 1,346	915	\$ 1.47	\$ 238,173
Other Income						
Garage Parking	235 Spaces @		\$60.00 /month			\$ 14,100
RUBS	177 Units @		\$35.00 /month			\$ 6,195
Miscellaneous	177 Units @		\$60.00 /month			\$ 10,620
POTENTIAL MONTHLY INCOME						\$ 269,088
					x	12
POTENTIAL ANNUAL INCOME						\$ 3,229,056
NET OPERATING INCOME						
POTENTIAL ANNUAL INCOME			\$ 3,229,056			Per Unit 18,243
Less Vacancy & Collection Loss	5.00%		(161,453)			(912)
Potential Effective Income			\$ 3,067,603			17,331
EXPENSES						
Parking Lease	235 Spaces @		0			0
Controllable Expenses						
Payroll & Related			243,375			1,375
Landscaping/Snow Removal			38,940			220
Utilities			127,440			720
Redecorating			35,400			200
Maintenance			70,800			400
Marketing			44,250			250
Office Operations			35,400			200
Subtotal -- Controllable			595,605			3,365
Non-Controllable Expenses						
Management Fee	3.00%		92,028			520
Insurance			53,100			300
Real Estate Taxes			572,241			3,233
Replacement Reserve			44,250			250
Subtotal -- Non-Controllable			761,619			4,303
Total Expenses			\$ 1,357,224			7,668
NET OPERATING INCOME BEFORE DEBT SERVICE			\$ 1,710,379			9,663

The West
West Allis, Wisconsin

CASH FLOW											
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
REVENUE	1	2	3	4	5	6	7	8	9	10	11
RESIDENTIAL											
Construction Revenue	1,656,195	2,762,910	2,870,871	3,165,597	3,264,685	3,465,626	3,469,504	3,674,432	3,794,465	3,896,205	
Residential Income	233,891	362,680	372,654	383,833	395,348	407,268	419,425	444,580	458,317	472,067	
Construction Withdrawal	0	0	0	0	0	0	0	0	0	0	
Vacancy	0	0	0	0	0	0	0	0	0	0	
Subtotal - Residential Revenue	2,890,086	3,145,590	3,243,525	3,549,430	3,660,033	3,872,894	3,888,929	4,119,012	4,252,782	4,368,272	
5.00%											
Gross TI Income	356,280	786,400	836,310	898,109	846,335	854,639	863,023	880,405	888,663	888,663	
CD Loan	(17,600)	(17,500)	(17,500)	(17,500)	(17,500)	(17,500)	(17,500)	(17,500)	(17,500)	(17,500)	
CD A Participating Loan	(62,500)	(62,500)	(62,500)	(62,500)	(62,500)	(62,500)	(62,500)	(62,500)	(62,500)	(62,500)	
Net TI Income	256,180	606,400	656,310	718,109	666,335	674,639	683,023	700,405	708,663	708,663	
Total Revenue	3,591,359	3,811,990	4,017,435	4,151,368	4,260,866	4,372,422	4,489,306	4,730,264	4,856,985	4,956,935	
EXPENSES											
Controllable Expenses	243,375	290,088	357,570	385,287	370,255	381,454	389,897	397,552	316,778	326,382	
Payroll & Related	38,540	40,011	41,210	42,416	43,621	44,826	46,031	47,236	48,441	49,646	
Landscape/Snow Removal	96,580	128,290	134,873	138,916	143,087	147,279	151,491	156,295	161,045	166,377	
Utilities	8,850	34,161	37,465	38,598	39,731	40,864	42,007	43,150	44,293	45,436	
Maintenance	53,100	71,272	67,869	69,844	71,819	73,794	75,769	77,744	79,719	81,694	
Marketing	44,250	34,100	40,600	41,818	43,036	44,254	45,472	46,690	47,908	49,126	
Office Operations	35,000	35,374	37,954	39,072	40,244	41,416	42,588	43,760	44,932	46,104	
Subtotal - Controllable Expenses	519,495	594,215	617,462	635,586	655,666	674,714	694,359	715,898	737,282	759,401	
Non-controllable Expenses	87,185	94,365	97,309	101,773	104,311	107,440	110,663	114,083	118,925	124,553	
Rental	58,897	54,580	57,042	58,753	60,516	62,331	64,201	66,111	68,065	70,059	
Real Estate Taxes	560,319	587,978	605,617	623,785	642,499	661,774	681,627	701,976	721,825	742,174	
Repairs & Reserve	47,250	45,807	47,635	48,961	50,430	51,943	53,501	55,108	56,766	58,474	
Subtotal - Non-controllable Expenses	765,850	789,372	807,593	832,773	857,256	883,489	909,593	937,383	965,922	994,706	
Total Expenses	1,265,145	1,376,647	1,424,855	1,468,759	1,512,822	1,558,206	1,604,952	1,702,934	1,753,775	1,824,205	
NET OPERATING INCOME	2,326,214	2,435,343	2,592,580	2,682,610	2,748,044	2,814,216	2,884,354	3,027,330	3,103,210	3,132,730	
BEFORE DEBT SERVICE											
DEBT SERVICE											
Construction Loan	\$ 21,000,000	\$ 1,215,399	\$ 1,321,858	\$ 1,429,265	\$ 1,537,685	\$ 1,646,115	\$ 1,755,554	\$ 1,865,003	\$ 1,974,462	\$ 2,083,931	
Permanent Financing	\$ 23,228,799	\$ 1,215,399	\$ 1,321,858	\$ 1,429,265	\$ 1,537,685	\$ 1,646,115	\$ 1,755,554	\$ 1,865,003	\$ 1,974,462	\$ 2,083,931	
Total Debt Service	\$ 44,228,799	\$ 2,430,798	\$ 2,643,716	\$ 2,858,530	\$ 3,075,370	\$ 3,292,230	\$ 3,511,108	\$ 3,730,006	\$ 3,948,924	\$ 4,167,862	
NET OPERATING INCOME AFTER DEBT SERVICE	\$ 110,814	\$ 1,133,465	\$ 1,268,865	\$ 1,354,075	\$ 1,412,669	\$ 1,468,081	\$ 1,528,846	\$ 1,597,326	\$ 1,664,286	\$ 1,730,868	
DEBT SERVICE COVERAGE	1.09	1.86	1.95	2.02	2.07	2.09	2.08	2.07	2.06	2.05	

EXHIBIT J

Environmental Services and Capping Agreement

(See attached)

EXHIBIT J TO PURCHASE AND SALE AGREEMENT

ENVIRONMENTAL AND CAPPING SERVICES CONTRACT

THIS ENVIRONMENTAL AND CAPPING SERVICES CONTRACT (this "Contract") is made as of _____, 2018, by and between MANDEL DEVELOPMENT, INC., a Wisconsin limited liability company ("Contractor") and 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"), with reference to the following.

RECITALS

WHEREAS, Authority is the owner of that certain parcel of real property within the City of West Allis, Milwaukee County, Wisconsin consisting of approximately 4.8641 acres of land which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Authority and Six Points West Allis Apartments LLC (the "Developer"), an affiliate of Contractor, have entered into that certain Purchase and Sale Agreement: Apartments dated as of May 1, 2018 (the "Sale Agreement") whereby Authority agreed to sell, and the Developer agreed to buy, the Property pursuant to the terms and conditions as set forth in the Sale Agreement; and

WHEREAS, the Property was formally the site of an industrial facility, and there exist on the Property certain unique site conditions, including, without limitation, historical building foundations and concrete slabs (collectively, the "Site Conditions"), that must be addressed prior to any redevelopment of the Property; and

WHEREAS, it has been determined that contaminated soils are located on the Property and the Wisconsin Department of Natural Resources ("WDNR") is requiring the contaminated soils be remediated pursuant to that certain Soil Management Plan: Former Pressed Steel Tank Co. Property dated March 1, 2018, and prepared by GZA GeoEnvironmental, Inc. (as the same may be amended and modified from time to time, the "SMP") that has been submitted for approval by the WDNR; and

WHEREAS, pursuant to Section 6 of the Sale Agreement, Authority and Contractor desire to enter into this Contract to provide for Contractor to act as the construction manager for the performance of the services reasonably necessary to comply with the SMP and address the unique Site Conditions; and

WHEREAS, pursuant to Section 7 of the Sale Agreement, Authority, Contractor, Developer and First American Title Insurance Company ("Escrow Agent") have, as of the date hereof, entered into a Services Escrow Agreement (the "Services Escrow Agreement") to, among other things, provide for the deposit and disbursement of the Contract Sum (defined below).

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grading, Removal, Disposal and Capping. Contractor agrees to act as construction manager for the performance of the services necessary or desirable to comply with the SMP and address the unique Site Conditions with respect to the Property, including the removal and proper disposal and/or placement of any contaminated soils, the proper capping of contaminated soils that may remain on the Property, and grading activities, including without limitation, the excavation and disposal of historic building materials and fine grading to prepare the Property for vertical construction, all as more particularly described in the Scope of Work attached hereto as **Exhibit B** (the "Work"). The Work shall be completed in accordance with the SMP and any additional plans and/or specifications agreed to in writing by the parties (collectively with this Contract, the "**Contract Documents**"). Except as otherwise agreed in writing by Authority and Contractor, the Contractor shall (i) procure all inspections, permits and licenses, (ii) pay all charges and fees, and (iii) give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall perform the Work in accordance with the Contract Documents and in accordance with all applicable laws, rules, regulations, orders, ordinances and building and safety codes.

2. Contract Sum; Progress Payments. Authority shall pay the Contractor a stipulated sum of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) in current funds for the Contractor's performance of the Work (the "**Contract Sum**"). The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work in accordance with the Contract Documents, including the cost of services, general conditions and the Contractor's fee. Based upon requests for payment submitted by the Contractor, Escrow Agent shall make progress payments on account of the Contract Sum to the Contractor in accordance with the Services Escrow Agreement.

3. Supervision and Construction. Contractor shall supervise and direct the Work. Contractor, and its subcontractors and consultants, shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. All agreements between Contractor and its subcontractors shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward Authority.

4. No Liens. Contractor shall not allow any construction lien to be filed against the Property arising out of or attributable to the Work under the Contract Documents unless such lien is contested in good faith by Contractor. In the event such a lien is filed against the Property, Contractor shall have sixty (60) days after written demand from Authority to satisfy the lien, to bond over the lien in an amount sufficient to clear title to the Property, or to provide Authority with title insurance or other security in a form or amount reasonably requested by Authority.

5. No Bidding or Wage Requirements. Authority agrees that Contractor is not required to comply with (i) any obligation or requirement that municipal bidding procedures be utilized to select a contractor for any of the Work to be completed hereunder, or (ii) any obligation or requirement that would require Contractor to enforce, impose or apply any prevailing wage requirements or any other wage or labor affiliation restrictions on its subcontractors or consultants in connection with any aspect of the Work hereunder.

6. Insurance. Contractor shall obtain and maintain in full force and effect, at its own expense: (i) workers' compensation insurance required under state law, if applicable; (ii) a policy of insurance written by one or more responsible insurance carrier(s), which will include Authority as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Property arising from Contractor's conduct, with a liability limit of not less than \$1,000,000 per occurrence, and \$3,000,000 general aggregate limit, and which shall not be canceled except after thirty (30) days written notice to Authority; and (iii) umbrella insurance providing a minimum limit of \$5,000,000.00 per occurrence and in the aggregate. Upon the Authority's request, Contractor shall furnish Authority with evidence of insurance reasonably acceptable to Authority demonstrating compliance with the terms of this Section 6, including, but not limited to, a certificate of insurance and endorsements naming Authority as an additional insured, waiving the insurance company's right to recover against Authority, providing notice of cancellation for all causes, and making Contractor's insurance primary and noncontributory.

7. Access to Property and SoNa Parcel. Authority hereby grants to Contractor unrestricted access to the Property as necessary or desirable to complete the Work required hereunder. Authority also grants to Contractor a right in, to, over, under, upon and across that certain real property owned by Authority and located to the south of the Property immediately across and adjacent to National Avenue as more particularly described in Exhibit C attached hereto (the "SoNa Parcel") for the purposes of disposing and depositing onto the SoNa Parcel surplus soil that originated from the Property. The term 'surplus soil' as used herein shall be deemed to include all soils, including, but not limited to, those soils containing contaminants, provided such contaminants or contaminated soils are subject to a hazardous waste exemption approved by the applicable governmental authorities. Authority agrees that neither Authority nor any affiliate of Authority shall charge, assess or otherwise demand from Contractor any fees, costs or expenses in connection with the grant, use or exercise of the rights granted to Contractor pursuant to or under this Section 7, including, but not limited to, any tipping fees.

8. Indemnification. Contractor shall indemnify and hold Authority harmless from and against any and all claims, damages, loss or liability arising out of or resulting from performance of the Work, provided that such claim, damage, loss or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, except, in each case, to the extent caused by the wrongful or negligent acts or omissions of Authority or anyone for whose acts Authority may be liable. Authority shall indemnify and hold Contractor harmless from any and all claims, damages, loss or liability arising out of or related to the wrongful or negligent acts or omissions of Authority or a breach of this Contract by Authority, except to the extent caused by the negligence or willful misconduct of Contractor or its successors and assigns. Nothing contained within this agreement is intended to be a waiver or estoppel of the Authority or its insurer to rely upon the limitations, defenses and immunities

contained within Wisconsin Statutes sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the Authority or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

9. Limitation on Remedies. Neither party shall be liable to the other for consequential, indirect, incidental or exemplary damages, whether based on contract, negligence, and strict liability or otherwise. In any action to enforce this Contract, the prevailing party shall be entitled to its costs, including statutory attorney's fees.

10. Real Property Taxes. Contractor shall not, by reason of this Contract or otherwise during the term hereof, be obligated to pay any real estate taxes or special assessments levied against the Property or the SoNa Parcel.

11. Notices. All notices permitted or required by this Contract shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one calendar day after deposit with a nationally recognized overnight commercial courier service, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To Authority:

Community Development Authority of the
City of West Allis
Office of the Executive Director
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Executive Director

With a copy to:

City of West Allis
Office of the City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: City Attorney

To Contractor:

Mandel Development, Inc.
330 East Kilbourn Avenue
Suite 600 South
Milwaukee, WI 53202
Attn: Barry R. Mandel

With a copy to:

Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Sarah O. Jelencic

12. Amendment. This Contract may be amended, supplemented, or modified at any time, but only by a written instrument duly executed by Authority and Contractor.

13. Headings. Titles and headings to sections or subsections are for purposes of references only and shall in no way limit, define, or otherwise affect the provisions herein.

14. Governing Law and Venue. This Contract shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Contract shall be

commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

15. Successors and Assigns. This Contract and all rights and obligations therein, including but not limited to the indemnification provisions thereunder, may be assigned in whole or in part by Contractor to an affiliated entity upon notice to Authority. For purposes of this Section 15, the term "affiliated entity" shall mean an entity controlling or controlled by or under common control with Contractor. The terms and conditions of this Contract shall be binding upon and benefit Contractor, Authority and their respective successors and assigns.

16. No Reliance. No third party is entitled to rely on any of the representations, warranties, or agreements of Contractor or Authority contained in this Contract. The parties hereto assume no liability to any third party because of any reliance on the representations, warranties and agreements of the parties contained in this Contract.

17. Binding Effect. The terms and conditions of this Contract shall be binding upon and benefit the Parties and their respective successors and assigns.

18. Severability. If any term or provision of this Contract is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect.

19. Counterparts. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original Contract, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have caused this Contract to be duly executed as of the date first written above.

CONTRACTOR:

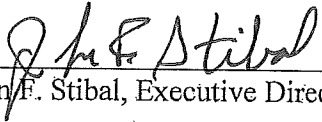
MANDEL DEVELOPMENT, INC.,
a Wisconsin corporation

By: _____
Name: _____
Its: _____

(Signature Page to Environmental and Capping Services Contract)

AUTHORITY:

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS

By: 
John F. Stibal, Executive Director

Dated: 5-1-18

Approved as to form this 1st day
of May, 2018.


Jenna Merten, Deputy City Attorney

Exhibit A

The Property

Lot 2 Certified Survey Map No. 8966, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 23, 2017 as Document No. 10722457, being a redivision of Lot 1 of Certified Survey Map No. 8867, being a part of the Northwest ¼ of the Northeast ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

Exhibit B

Scope of Work

[TO BE ATTACHED ONCE FINALIZED]

Exhibit C

SoNa Parcel

Lots 1, 2 and 3 of Certified Survey Map No. 8866, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 11, 2016 as Document No. 10622534, being a redivision Lots 1, 2, 3 and 4 of Certified Survey Map No. 8231 and Parcel 2 of Certified Survey Map No. 6513, 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 K

Completion Guaranty

(See attached)

Exhibit K to the Purchase and Sale Agreement

MGI COMPLETION GUARANTY

This Guaranty by is made by MANDEL GROUP, INC., a Wisconsin corporation (“MGI” or “Guarantor”) and SIX POINTS WEST ALLIS APARTMENTS 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, 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 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 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. The City agrees that, as a condition to Guarantor's obligation to complete construction of the Project, the City shall make available to or cause the CDA to make available to Guarantor all of the undisbursed CDA Loan and CDA Participating Loan (collectively, the "**Development Financing Proceeds**") provided that all of the following conditions precedent are satisfied: (i) Guarantor shall request in writing that each such disbursement shall be made by the City or the CDA in accordance with the terms and conditions set forth in the Development Financing Agreement and other governing documents entered into

by Developer, if any, (the “**Financing Documents**”); and (ii) Guarantor shall comply with all of the applicable terms, procedures, conditions and requirements required for each disbursement pursuant to the Financing Documents. Provided that all of the above-referenced conditions have been satisfied, the remaining Development Financing Proceeds shall be released to the Guarantor as if there had been no default.

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 a certificate(s) of occupancy for all of the residential buildings in the Project.

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)

Exhibit L to Purchase and Sale Agreement

SoNa Parcel

Lots 1, 2 and 3 of Certified Survey Map No. 8866, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 11, 2016 as Document No. 10622534, being a redivision Lots 1, 2, 3 and 4 of Certified Survey Map No. 8231 and Parcel 2 of Certified Survey Map No. 6513, 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,