

“Exhibit A to Loan Agreement”

\$700,000

West Allis, Wisconsin
April _____, 2019

NOTE

FOR VALUE RECEIVED, the undersigned, 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, (“CITY” or "Borrower"), promises to pay to the order of First-Ring Industrial Redevelopment Enterprise, Inc., a domestic non-stock corporation ("FIRE" or "Holder"), the sum of Seven Hundred Thousand and no/100 Dollars (\$700,000.00), together with interest at the rate of four and one half percent (4.50%) per annum.

Repayment is required per an established repayment schedule, with a 20-year term. At any time, with a 90-day notice the Holder may, at its option, call the entire debt.

The Borrower agrees to pay all costs of collection, including reasonable attorneys’ fees. 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 FIRE, c/o Executive Director, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the holder of this Note may designate in writing.

If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, or in the Loan Agreement pursuant to which this Note is given, 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.

This Note is unsecured and 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 the 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.

THE CITY OF WEST ALLIS (“Borrower”)

By: _____
John Stibal, Director of Development