

**City of West Allis**  
**CONTAMINATED SITE LOAN AGREEMENT FOR US EPA RLF FUNDS:**

**SONA LOFTS**

**I. PARTIES**

This Agreement is made effective as of March 16, 2022 (the “Effective Date”), by and between the City of West Allis, a municipal corporation (“City”), with offices at 7525 W. Greenfield Ave, West Allis, Wisconsin 53214, and SoNa Lofts LLC, a Wisconsin limited liability company (“Borrower”), with its principal offices at 330 East Kilbourn Avenue, Suite 600 South, Milwaukee, Wisconsin 53202.

**II. RECITALS**

- A. Whereas, City is the recipient of a grant to establish a Revolving Loan Fund Program (the “RLF”) from the United States Environmental Protection Agency (the “USEPA”) and is authorized to make loans pursuant to the Enabling Federal Statute (as defined below) and Cooperative Agreement (as defined below); and
- B. Whereas, on December 23, 2021, Borrower acquired the following parcel hereinafter referred to as the “Property” and more particularly described under Exhibit 1 – Legal Description: 6675 W. National Avenue, West Allis, Wisconsin and also known as Lot 2 of CSM # 9370, part of Tax Key Number #454-0648-000; and
- C. Whereas, the Property is a Contaminated Site (as defined below) contaminated with a combination of petroleum products and hazardous substances in the soil, including: (i) certain volatile organic compounds (VOCs); and (ii) PAHs; and
- D. Whereas, the CDA previously entered into, and Borrower will continue the WDNR NR 700 Voluntary Cleanup Process and certifies that the cleanup will be consistent with the National Contingency Plan requirements for a non-time critical removal action and in accordance with Chapter NR 700 Wisconsin Administrative Code; and
- E. Whereas, the Property is a Contaminated Site and Borrower has submitted to City a Phase I Environmental Report Prepared by Friess Environmental Consulting, Inc. (“FEC”) dated August 20, 2021; Analysis of Brownfield Cleanup Alternatives prepared by FEC dated November 10, 2021; and Remedial Action Plan prepared by FEC dated November 19, 2021; and
- F. Whereas, Borrower intends to redevelop the Property; and
- G. Whereas, Borrower has made an Application (as defined below) to City for a loan to clean up the Property (the “Loan”); and
- H. Whereas, the total loan amount shall be up to \$500,000, as more particularly set forth in Section IV(B) below;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES SET FORTH BELOW, THE PARTIES AGREE TO THE FOLLOWING TERMS:

### **III. DEFINITIONS**

- A. "Agreement" means this Contaminated Site Loan Agreement by and between City and Borrower. The Application described below is incorporated into this Agreement by reference.
- B. "Application" means the Contamination Cleanup Loan Application submitted to City, and all other loan documents as described below and materials submitted by Borrower to City requesting or in support of its request for the Loan.
- C. "Closing Date" is the date on which the Note (as defined below) is executed or the Effective Date, whichever date shall occur last, and the date after which eligible contamination cleanup costs may be incurred for subsequent payment from the Loan Proceeds (as defined below).
- D. "Commitment Letter" means that certain letter dated December , 2021, from City to Borrower.
- E. "Contaminated Site" means a site contaminated with a release of hazardous substances and petroleum products defined by both the federal CERCLA and under Section 292.01(5) Wis. Stats. as a pollutant or contaminant, presenting an imminent and substantial endangerment to the public health, welfare, or the environment.
- F. "Contractor" means a person, including the general contractor, who shall be engaged to work on or to furnish materials or supplies for the Project (as defined below).
- G. "Cooperative Agreement" means the agreement between the USEPA and City governing the administration and implementation of the Cleanup Revolving Loan Fund identified as Agreement No. BF-00E00912-0.
- H. "Cost-Share Requirement" means Borrower's required contribution of not less than twenty percent (20%) of total Eligible Project Costs as set forth in the Project Budget.
- I. "Default" means an Event of Default found in Section VIII of this Agreement, or any event that but for the passing of time or the giving of notice or both would be an Event of Default.
- J. "Due Date" means the day upon which the first Loan payment is due, as specified in the Note.
- K. "Enabling Federal Statute" means Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k).
- L. "Final Due Date" means the day upon which the final Loan payment is due, or such other due date as may be specified in the Note, or such accelerated date upon which the

entire outstanding balance of principal and accrued interest then due under the Note may become due and payable as the result of an Event of Default.

- M. "Loan Documents" means all of the following:
1. The Commitment Letter
  2. This Agreement
  3. The Note
  4. The Application including all attachments
  5. Guaranty, which is attached hereto as Exhibit 4 – Guaranty.
  6. All other documents that evidence, secure or govern the Loan and which are required to be executed and delivered by Borrower to the City as a condition of making the initial advance under the Commitment Letter.
- N. "Loan Period" means the time period from the Closing Date until the Final Due Date.
- O. "Loan Proceeds" means the total principal sum of the Loan disbursed to the Borrower.
- P. "Note" means the Promissory Note for the Loan from Borrower to City dated as of the Closing Date.
- Q. "Payment Request" means a document submitted to City by Borrower concurrent with invoices, requesting a draw of Loan Proceeds. Invoices submitted with the Payment Request shall reflect only Eligible Project Costs.
- R. "Project" means the Contaminated Site cleanup activities at the Property further described in the Remedial Action Plan (defined below), as finally approved by WDNR.
- S. "Project Budget" means the approved project budget and project activities attached hereto as Exhibit 3 – Project Budget, as amended from time to time in writing by City.
- T. "Project Costs" or "Eligible Project Costs" shall be defined as City-approved expenses incurred in performing and accomplishing contamination cleanup activities during the Loan Period to pay costs incurred no more than 90 days prior to the Closing Date in connection with the Project, which shall include, but are not limited to: the costs of labor, supplies, materials, program costs and services and WDNR oversight fees associated with the Project, and as described in the Project Budget of this Agreement and the Application. Eligible Project Costs shall have already been pre-approved by City and used in determining the amount of the Loan and submitted in the Application in conformance with the requirements of Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k). Eligible Project Costs shall not include:

1. Costs associated with site investigation;
  2. Cleanup Project costs incurred by Borrower more than 90 days prior to the Closing Date;
  3. Costs of Loan Application preparation, Loan Document preparation or legal review;
  4. Costs of financial management, audits or Payment Request preparation;
  5. Borrower facility, administrative, supplies, equipment or overhead costs.
- U. "Project Schedule" means the timeline submitted in the Application, Part V.
- V. "Property" means the Contaminated Site identified in item II.B, above.
- W. "Remedial Action Plan" means the documented Remedial Action Plan prepared by FEC dated November 19, 2021, subject to review and approval by WDNR.
- X. "WDNR" means the Wisconsin Department of Natural Resources, a regulatory and technical assistance agency that oversees the methods, process and completion of cleanup on Contaminated Sites.

#### IV. **LOAN TERMS AND CONDITIONS**

The following terms and conditions shall apply:

- A. **Cost-Share Requirement.** Borrower shall provide a match of funds of at least 20% of the loan amount. The match amount shall be used for Eligible Project Costs.
- B. **Loan Amount.** City shall loan the Loan Proceeds to Borrower in the total aggregate amount of the lesser of: (i) the aggregate amount of all Eligible Project Costs less the Cost-Share Requirement, or (ii) \$500,000.
- C. **Disbursement of Loan Proceeds.** Upon receiving a Payment Request for an Eligible Project Cost, City shall disburse the Loan Proceeds to Borrower based upon the progress of the work completed and within thirty (30) days of the receipt by City of satisfactory documentation of expenditures. Payment Requests must include supporting invoices and subcontractor invoices that describe the services performed and reference the date services were performed. Invoices, when compiled with any previously submitted invoices for the same line item in the Project Budget must not exceed an amount that is 10% above the amount set forth for such line item in the Project Budget.

#### V. **REPAYMENT, REPORTING, ADMINISTRATIVE RECORDS AND AUDITS**

- A. **Project Reporting.** Beginning on January 1, 2022, and quarterly thereafter, Borrower shall submit to City a report on the distribution of funds and the progress of the Project

covered from the Closing Date through the period covered by the report. The reports must be received by City no later than the 15th of each month following the quarter.

- B. Financial Information Reporting.** Borrower agrees that it shall maintain adequate financial records with respect to the distribution of funds and the progress of the Project. Borrower shall provide the following financial reporting information to City:
1. Accounting system records that track eligible site-specific Project Costs for which Loan Proceeds have been requested or disbursed.
  2. An audit or acceptable alternative audit information such as deposit slips and cancelled checks, showing the receipts and expenditures for Project Costs. Accounts and records related to the Project Costs shall be reasonably accessible to City through any authorized representatives, for the purpose of examination and audit.
- C. Other Project Information.** Borrower agrees that it shall maintain Project information including properly executed contracts, invoices, correspondence and other documents reasonably sufficient to evidence in proper detail the nature and propriety of the expenditures of Loan Proceeds. Borrower shall permit a representative of City at any reasonable time during normal business hours and place upon reasonable notice (but not more than once in any 12-month period) to inspect, audit and monitor the Project and related financial information. Borrower shall maintain Project and related financial information for at least seven (7) years following the completion of the Project or the completion of any litigation, claim, negotiation, audit or other action involving those documents, disclosed to City prior to the termination of the seven (7) year period.
- D. Project Completion Information.** Borrower agrees to ensure that cleanup will be performed in accordance with the WDNR NR 700 Voluntary Cleanup Process and the Remedial Action Plan, as may be amended or modified, subject to approval by WDNR, and agrees that it shall obtain from the WDNR and submit to City proof of cleanup completion..

## **VI. REPRESENTATIONS AND WARRANTIES**

- A. Environmental Representations and Warranties.** Borrower represents and warrants that:
1. Borrower is the current owner of the Property but is not a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. Section 9607, nor a responsible person as defined in Section 292.11 Wis. Stats. City has determined that the Property and Borrower are eligible for brownfield funds through letters submitted to the USEPA and WDNR, for hazardous substances and petroleum sites, respectively.
  2. Borrower further represents and warrants that, to Borrower's actual knowledge:

- a. The Property satisfies the definition of a brownfield site as defined in Section 101(39) of CERCLA, 42 U.S.C. 9601(39);
  - b. The Property is not listed or, to Borrower's actual knowledge, proposed for listing on the National Priorities List of the USEPA;
  - c. The Property is not subject to a corrective action order under the Resource Conservation and Recovery Act (RCRA) Sec. 9003(h);
  - d. Borrower did not generate or transport hazardous substances, pollutants or contaminants at or to the Property other than as approved by WDNR;
  - e. Intentionally Deleted;
  - f. Borrower did not own the property during the dispensing or disposal of petroleum products on the Property, other than as approved by WDNR;
  - g. Borrower acquired the Property on December 23, 2021;
  - h. Intentionally Deleted;
  - i. Borrower did not cause, contribute to, permit or exacerbate the release of hazardous substances, pollutants or contaminants on or from the Property, other than as approved by WDNR;
  - j. Neither the Property nor Borrower is subject to an administrative order, court order, penalties, consent or judicial consent decree issued to or entered under CERCLA, resulting from environmental non-compliance; and
  - k. The Property is not subject to the jurisdiction, custody or control of the United States government.
3. Borrower further represents and warrants that:
- a. Borrower will not at any time in the future generate or transport hazardous substances, pollutants or contaminants at or to the Property in violation of applicable law; and
  - b. Borrower will not at any time in the future cause, contribute to, permit or exacerbate the release of hazardous substances, pollutants or contaminants on or from the Property in violation of applicable law.

**B. Ownership.** Borrower will own the Property on or before the Closing Date.

**C. Intentionally Deleted.**

## VII. COVENANTS OF BORROWER

Borrower agrees that it will fully and faithfully comply with the covenants contained in this Article from the Closing Date until all of the Loan Proceeds and accrued interest have been repaid to City in the manner provided in this Agreement; and the financial and project reporting obligations owed to City pursuant to this Agreement have been completed. The reporting obligations shall include the following:

- A. **Compliance.** Borrower agrees to complete the Project in accordance with the WDNR NR 700 Voluntary Cleanup Process, the Remedial Action Plan, Application, Project Schedule and the Project Budget.
- B. **Protection of Human Health and Environment.** Borrower agrees that cleanup activities shall protect human health and the environment.
- C. **Intentionally Deleted.**
- D. **Project Inspection Rights.** Borrower agrees that City shall have the right to access the Property upon reasonable notice and at reasonable times to inspect activities relating to the Project at the City's own risk and halt such activities if necessary to enforce compliance with the terms of this Agreement.
- E. **Project Completion Notice.** Borrower agrees that it will notify City of the Project's completion as described in this Agreement.
- F. **Notice of Default.** Promptly upon any officer of Borrower obtaining actual knowledge of any Events of Default (as defined below), Borrower shall deliver to City a notice specifying the nature and period of existence of such condition or event and what action Borrower has taken, is taking and proposes to take with respect to any condition or event that constitutes an Event of Default.
- G. **Government Notices.** Borrower will deliver to City promptly after receipt copies of all notices, requests, subpoenas, inquiries or other writings received from any governmental agency concerning: any violation or alleged violation of any environmental laws; the storage, use or disposal of any environmentally regulated substances; or the violation or alleged violation of any other law, ordinance, governmental regulation, or court order, including the violation or alleged violation of Borrower's payment or nonpayment of any taxes, if the events or circumstances related thereto could reasonably be expected to have a material adverse effect on completion of the Project.
- H. **Expenses of Collection or Enforcement.** Borrower agrees that if at any time Borrower defaults on any provision of this Agreement it will pay City or its assigns (in addition to any other amounts that may be due from Borrower) an amount equal to the reasonable costs and expenses of collection or enforcement of City's claims, including reasonable attorney's fees and other legal expenses.

- I. **Erect a Sign.** Borrower agrees erect a sign on the Property, approved by City, stating that the Project is being financed in part by USEPA CRLF Funds and providing the appropriate contacts for obtaining information on activities being conducted at the Property and for reporting suspected unlawful activities.

## VIII. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- A. Default by Borrower under any of the other Loan Documents that is not cured within the applicable cure period, if any;
- B. Any representation or warranty made by Borrower hereunder proves false or misleading in any material respect when made;
- C. Use of the Loan Proceeds for purposes other than provided in this Agreement;
- D. Default by Borrower in the performance of any other term, covenant or agreement contained herein, which default is not cured within thirty (30) days of receipt of a notice of default; provided, however, if such default is not of a nature that it can be cured in thirty (30) days, then no Event of Default shall exist provided Borrower commences curing such default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure such default.
- E. Failure of Borrower to satisfy any judgment or remove any levy or other process against the assets of Borrower within thirty (30) days after the entry or levy thereof as extended during any good faith contest thereof by Borrower, or at least five (5) days prior to the time of any proposed sale under any such judgment or levy;
- F. Upon the occurrence of an Event of Default under this Section, Borrower promises to pay to City all collection and reasonable attorneys' fees and expenses actually incurred by City, whether or not litigation is commenced, including, but not limited to, penalties and/or fees due under this Agreement.

## IX. REMEDIES OF CITY

- A. **Rights Available.** Upon the occurrence of an Event of Default, City may exercise, singly or in combination, any or all of the rights, powers and privileges provided in this Agreement and all other remedies available to City under the Loan Documents, at law or in equity, at any time and from time to time. The exercise of any one right or remedy shall not constitute a waiver of any other right or remedy, whether or not the indebtedness evidenced by the Note shall be due and payable and whether or not City shall have instituted any actions for the enforcement of its rights under the Note.
- B. **Secure Site.** Upon an Event of Default, Borrower shall secure the Property. The cost of securing the Property is the responsibility of Borrower. If Borrower fails to secure the Property within twenty-four (24) hours, City may, but shall not be obligated, to do so at Borrower's sole cost.



## X. CERTIFICATIONS

Borrower agrees to do the following for so long as amounts remain due under the Note:

- A. **Compliance With All Laws.** Borrower shall carry out the Project activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Parts 200 and 1500; the National Oil and Hazardous Substances Contingency Plan (“NCP”), 40 C.F.R. Part 300; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts; the Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 U.S.C. §§ 276a to 276a-5 and 42 U.S.C. § 3222 as set forth in CERCLA § 104 (g); all applicable "cross-cutting requirements" described in this section, including those federal requirements agreed between the EPA and the City defined by their Cooperative Agreement No BF00E00912-2; MBE/WBE requirements found at 2 C.F.R Part 200; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333), the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
1. Compliance with the Davis-Bacon Act requires payment of federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with RLF Funds.
  2. Refer to Exhibit 2 – Wage Decision. Borrower must utilize the attached wage decision for all work associated with the Project and all construction contracts.
- B. **Litigation.** Borrower shall promptly give notice in writing to City of any litigation pending or threatened against the Property or Borrower, as applicable, in excess of Twenty Thousand Dollars (\$20,000).
- C. **Non-Discrimination and Equal Opportunity.** Borrower agrees to comply with the statutes prohibiting discrimination on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, and other protected statuses. Borrower hereby represents that 18% of Eligible Project Costs relate to work to be performed by Small Business Enterprises, Minority Business Enterprises and /or Women-Owned Business Enterprises. Borrower shall submit a report of its efforts listed in this subsection at the request of City.
- D. **Debarment and Suspension.** Borrower certifies that Borrower and, to its knowledge, any Contractor(s):

1. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (hereinafter “public”) transactions;
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; (ii) violation of federal or state antitrust laws; or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under subsection 2, above;
  4. Have not within the preceding three (3) years had a public transaction terminated for cause or default; and
  5. Is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the Property.
- E. **Project Work.** Borrower certifies that it will conduct the Project in accordance with the appropriate WDNR guidelines and the existing Remedial Action Plan, as may be amended or modified, subject to approved by WDNR. Based on public involvement requirements or unforeseen site circumstances, Borrower shall consult with the WDNR to determine if is necessary to formally amend the Remedial Action Plan or Project. All changes or modifications to the Project or Remedial Action Plan shall be approved in writing by the WDNR prior to such change or modification becoming effective.
- F. **Notice of Change in Remedial Action Plan.** Borrower shall promptly report to the City in writing (i) any circumstances of which Borrower becomes aware that would be expected to require changes in the Remedial Action Plan and (ii) the discovery by Borrower of hazardous substances, pollutants or contaminants not identified in the Remedial Action Plan. The WDNR oversight staff shall approve all changes in or modifications to the Remedial Action Plan prior to such change or modification becoming effective. City will not require any changes to the Remedial Action Plan above and beyond those required by the WDNR oversight staff. Borrower shall be responsible for all additional costs incurred as the result of any changes or modifications. In the event that unforeseen conditions are discovered during the course of the Project, City and Borrower may mutually agree to a revision of the Project Budget and Project activities (as set forth in Section XII of this Agreement) and other Project documents.
- G. **Project Start and Completion.** Borrower agrees to begin the Project within 30 days of the Closing Date and to complete the Project on or before December 31, 2023, subject to unavoidable delay. As used herein, the term “unavoidable delay” shall mean delays due to acts of God, fire, storm, strikes, blackouts, labor difficulties, riots, inability to obtain materials, equipment or labor, pandemics, national epidemics, governmental

restrictions or any similar cause over which Borrower is unable to exercise control. Borrower shall notify City when the Project is delayed, the reasons for any delay, the estimated time of delay, and when the Project is complete. The notice of completion shall contain certification or documentation necessary to establish the following:

1. Borrower has prepared, and the WDNR has approved, a Closure Request Report. This report shall summarize the actions taken, the resources committed and the problems encountered in completion of the Project, if any. Borrower shall supply supplemental information as needed by City to complete a "Cleanup Closeout Report."
2. The WDNR has issued an appropriate assurance of cleanup completion letter.
3. All Loan Proceeds were expended for Eligible Project Costs.

## **XI. MISCELLANEOUS**

- A. Governing Law and Inconsistent Provisions.** The Loan Documents shall be construed in accordance with and governed by the laws of the State of Wisconsin except where superseded by federal statutes or regulations. 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. Where provisions of the Application are inconsistent with provisions of this Agreement, this Agreement takes precedence over the Application.
- B. Null and Void Covenants.** Borrower agrees that, in the event that any provision of this Agreement or any other instrument executed at closing in conjunction with this Agreement shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are now and shall hereafter be deemed separate.
- C. Notices.** Except as otherwise expressly provided herein, all notices, payment requests, requests for changes in the Project Budget, schedule or scope of work, and other communications provided for in this Agreement shall be in writing and (i) mailed by certified mail, postage prepaid, or (ii) delivered by a recognized overnight express delivery service or (iii) provided any such communication is also sent by (ii) above within one business day thereafter, sent by facsimile to the City:

To City:           City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214  
Attn: Economic Development Executive Director  
Phone: (414) 302-8460  
Facsimile: (414) 302-8401

To Borrower: SoNa Lofts LLC  
c/o Mandel Group, Inc.  
330 East Kilbourn Avenue  
Suite 600 South  
Milwaukee, Wisconsin 53202  
Attn: Barry Mandel

All such notices, requests, demands and other communications shall, when mailed, be effective when deposited in the mail, provided that a copy of such document shall also have been sent via facsimile or email transmission on the same day as the mailing. Without this facsimile or email transmission, notices, requests, demands or other communications shall be effective, when mailed, or electronically mailed only upon receipt.

- D. **Amendments.** Amendments, modifications, termination or waiver of any provision of any portion of this Agreement or consent to any departure by Borrower therefrom shall not be effective unless it is in writing and signed by an authorized representative of City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement may not be amended unless by a written instrument signed by City and Borrower.
- E. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

## **XII. APPROVED PROJECT BUDGET AND PROJECT ACTIVITIES**

The Project activities and Project Costs shall be as set forth in the Project Budget attached hereto as Exhibit 3- Project Budget. Modifications to any such Project activities or Project Costs must be approved in writing by City; provided, however, changes to the Project Budget that do not violate the provisions of Article IV C. related to line item increases shall not require such consent.

**SIGNATURES CONTINUED ON NEXT PAGE**

**XIII. SIGNATURES**

City and Borrower, as of the Effective Date, hereby acknowledge their assent to this Agreement and agree to be bound by its terms through their signatures entered below:

**BORROWER:**

**SoNa Lofts LLC**

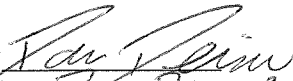
By: Mandel/SoNa Lofts, LLC, its Manager

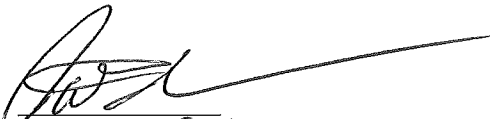
By: BR Mandel LLC, its Manager

By: BR Mandel  
Name:  
Its:

CITY:

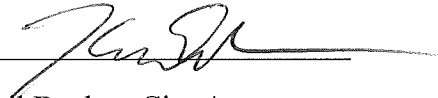
City of West Allis

By:   
Name: Dan Devine  
Title: Mayor

By:   
Name: Patrick Schloss  
Title: Economic Development Executive Director

Approved as to form:

Date: 4/29/22



Kari Decker, City Attorney

- Exhibit 1. Legal Description
- Exhibit 2. Wage Decision
- Exhibit 3. Project Budget
- Exhibit 4. Guaranty

## **EXHIBIT 1**

### **Legal Description**

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



**EXHIBIT 2**  
**Wage Decision**

[See attached]

"General Decision Number: WI20210008 07/09/2021

Superseded General Decision Number: WI20200008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	03/19/2021
3	05/14/2021
4	07/09/2021

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40
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BRWI0003-002 06/01/2020		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40
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BRWI0004-002 06/01/2020		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53
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BRWI0006-002 06/01/2020		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48
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BRWI0007-002 06/01/2020		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72
-----		
BRWI0008-002 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32
-----		
BRWI0009-001 06/01/2020		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 35.68 24.40

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BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.68 24.40

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BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.56 24.23

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BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 34.86 25.22

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BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 36.80 24.97

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BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 37.36 24.43

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CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates Fringes

Carpenter & Piledrivermen.....\$ 36.85 18.39

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CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,  
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,  
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except  
area bordering Michigan State Line), FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,  
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,  
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.  
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,

PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,  
 ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,  
 WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
 COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER. ....	\$ 33.56	18.00
MILLWRIGHT. ....	\$ 35.08	18.35
PILEDRIVER. ....	\$ 34.12	18.00
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CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter. ....	\$ 33.56	18.00
Millwright. ....	\$ 35.08	18.35
Pile Driver. ....	\$ 34.12	18.00
-----		
CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON  
 COUNTIES

	Rates	Fringes
CARPENTER. ....	\$ 35.78	22.11
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CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER. ....	\$ 36.15	20.43
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CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A. ....	\$ 31.03	22.69
Zone B. ....	\$ 31.03	22.69
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CARP2337-003 06/01/2019		

	Rates	Fringes
MILLWRIGHT		
Zone A. ....	\$ 33.58	21.53
Zone B. ....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 06/14/2020

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.98	20.98

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ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

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ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

-----  
ELEC0159-003 08/02/2020

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.86	22.67

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ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80

Electrical contracts under  
\$180,000.....\$ 31.75                    21.73

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ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

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ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

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ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.859	22.871

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\* ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.39	25.67

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\* ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74

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ELEC0577-003 06/01/2020

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.23	29.50%+10.00

\* ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.00	25.95%+11.17

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ENGI0139-003 06/01/2020

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 42.92	23.15
Group 2.....	\$ 41.67	23.15
Group 3.....	\$ 39.97	23.15
Group 4.....	\$ 39.44	23.15
Group 5.....	\$ 37.37	23.15
Group 6.....	\$ 35.84	23.15

HAZARDOUS WASTE PREMIUMS:

- EPA Level ""A"" Protection: \$3.00 per hour
- EPA Level ""B"" Protection: \$2.00 per hour
- EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.



GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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 ENGI0139-007 06/01/2020

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.64	23.25
Group 2.....	\$ 40.86	23.25
Group 3.....	\$ 39.91	23.25
Group 4.....	\$ 38.86	23.25
Group 5.....	\$ 37.46	23.25

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour  
 EPA Level ""B"" Protection: \$2.00 per hour  
 EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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 \* IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 \* IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 \* IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.75	27.06

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 IRON0498-005 06/01/2019

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

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 IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

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 IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

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 LAB00113-004 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 16.38	21.08
Group 2.....	\$ 18.65	21.08
Group 3.....	\$ 22.19	21.08
Group 4.....	\$ 31.56	21.08
Group 5.....	\$ 31.70	21.08

Group 6.....	\$ 31.76	21.08
Group 7.....	\$ 34.77	21.08
Group 8.....	\$ 37.59	21.08
Group 9.....	\$ 38.23	21.08

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;  
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;  
Pipe Layer; Rock Driller and Joint Man; Timber Man and  
Concrete Brusher; Bracer in Trench Behind Machine & Tight  
Sheeting; Concrete Formsetter and Shoveler; Jackhammer  
Operator

GROUP 9: Blaster

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LABO0113-005 06/01/2020

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 23.05	21.08
Group 2.....	\$ 28.98	21.08
Group 3.....	\$ 32.34	21.08
Group 4.....	\$ 34.11	21.08

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30  
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,  
Wire Mesh and Reinforcement, Concrete Worker, Form  
Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form  
Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite  
Man, Manhole Builder, Welder-Torchman, Blaster, Caulker,  
Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher,  
Raker and Luteman, Hydraulic Jacking of Shields, Shield  
Drivers, Mining Machine, Lock Tenders, Mucking Machine  
Operator, Motor Men & Gauge Tenders and operation of  
incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LAB00113-008 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 31.76	21.08
Group 4.....	\$ 34.77	21.08
Group 5.....	\$ 34.91	21.08
Group 6.....	\$ 37.59	21.08
Group 7.....	\$ 38.23	21.08

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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\* LAB00113-009 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 22.19	21.08
Group 2.....	\$ 31.70	21.08
Group 3.....	\$ 35.31	21.08
Group 4.....	\$ 36.11	21.08
Group 5.....	\$ 36.23	21.08
Group 6.....	\$ 38.93	21.08
Group 7.....	\$ 39.55	21.08

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications

\*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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LAB00140-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 29.33	17.88
Group 2.....	\$ 31.18	17.88
Group 3.....	\$ 31.48	17.88
Group 4.....	\$ 32.13	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB00464-002 06/01/2020

DANE AND DOUGLAS COUNTIES

Rates                      Fringes

LABORER

Group 1.....	\$ 29.23	17.88
Group 2.....	\$ 31.43	17.88
Group 3.....	\$ 31.63	17.88
Group 4.....	\$ 32.38	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB01091-010 06/01/2020

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates Fringes

Laborers: (SEWER & WATER)

Group 1.....	\$ 29.02	17.88
Group 2.....	\$ 31.08	17.88
Group 3.....	\$ 31.28	17.88
Group 4.....	\$ 32.03	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1. ....	\$ 39.46	17.17
Area 2 (BAC). ....	\$ 35.07	19.75
Area 3. ....	\$ 35.61	19.40
Area 4. ....	\$ 34.70	20.51
Area 5. ....	\$ 36.27	18.73
Area 6. ....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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 \* TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles. ....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic. ....	\$ 32.72	23.81
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WELL DRILLER. ....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including



preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**EXHIBIT 3**  
**Project Budget**

[See attached]

SoNa Lofts  
West Allis, WI  
Eligible Project Costs - EPA Loan

12/6/2021

Description of Work	Subcontractor (if known)	Estimated Clean up Cost
Site fencing	National Construction Rental	\$12,000
Site drainage controls	Payne & Dolan	\$111,041
Excavation of contaminated soils	Payne & Dolan	\$315,500
Encapsulation of contaminated soils - building foundation concrete	Middleton Construction Inc.	\$344,034
Remediation monitoring during construction	GZA	\$29,250
<b>Total Cleanup Budget*</b>		<b>\$811,825</b>
<b>Total RLF Loan</b>		<b>\$500,000</b>
<b>Total RLF Match</b>		<b>\$311,825</b>

**EXHIBIT 4**

**Guaranty**

[See attached]

## GUARANTY

In order to induce **CITY OF WEST ALLIS**, a Wisconsin municipal corporation (“**Lender**”), on this day, March 16, 2022, to make a certain loan to **SONA LOFTS LLC**, a Wisconsin limited liability company (“**Borrower**”), in the principal amount of \$500,000 (the “**Loan**”), as evidenced by (a) that certain Contaminated Site Loan Agreement for US EPA RLF Funds, dated of even date herewith between Borrower and Lender, as the same may be amended from time to time (the “**Loan Agreement**”); and (b) that certain Promissory Note of even date herewith in the original principal amount of \$500,000 (the “**Note**”) issued by Borrower to the order of Lender, the undersigned (“**Guarantor**”) hereby unconditionally guarantees to Lender the full and prompt performance and payment of any and all indebtedness, interest, principal, liabilities and obligations of Borrower (and any and all successors of the Borrower) to Lender with respect to the Loan in accordance with the terms of the Note, the Loan Agreement or the other Loan Documents (hereinafter collectively referred to as the “**Guaranteed Indebtedness**”), and the undersigned agrees to pay on demand all reasonable costs, expenses and attorneys’ fees reasonably paid or incurred by the Lender in the enforcement of this Guaranty, whether incurred before or after judgment. Additionally, the undersigned guarantees the accuracy of, and agrees to be bound by, any and all representations and warranties in the Loan Agreement, whether such representations and warranties are made by Borrower on behalf of itself or made by Borrower on behalf of Guarantor.

All capitalized terms not otherwise defined in this Guaranty shall have the meanings given to them in the Loan Agreement.

This is a guaranty of payment and performance and not of collection. Without limiting the foregoing, the undersigned absolutely, irrevocably and unconditionally indemnifies and saves Lender harmless from and against all liabilities, suits, proceedings, actions, claims, assertions, charges, demands, delays, injuries and expenses (including reasonable attorneys’ fees and disbursements, whether incurred before or after judgment) which are reasonably incurred by Lender as a result of any allegation or determination that the Guaranteed Indebtedness involves a fraudulent conveyance, transfer or obligation under federal or state law. Upon an Event of Default under the Loan Agreement that is continuing, the undersigned will, upon thirty (30) days’ written demand from Lender, undertake such actions and expend such sums as may be necessary to discharge all of the Guaranteed Indebtedness.

No notice of any renewal, compromise or extension of the Guaranteed Indebtedness or of any modification in the terms of the same or of the terms of any other Loan Documents needs to be given to the undersigned who hereby consents to any such act. The undersigned hereby expressly waives presentment, demand, notice of nonpayment, protest and notice of protest on the Guaranteed Indebtedness and also acceptance of this Guaranty.

Lender is expressly authorized to forward or deliver any or all collateral for the Guaranteed Indebtedness which may at any time be placed with it by Borrower, the undersigned or any other Person for collection and remittance or for credit or to collect the same in any other manner and to renew, extend, compromise, exchange, release, surrender or modify the terms of any or all of such collateral with or without consideration, without notice to the undersigned and

without in any manner affecting the absolute liability of the undersigned hereunder. The liability of the undersigned hereunder shall not be affected or impaired by any failure, neglect or omission on the part of Lender to realize upon the collateral for the Guaranteed Indebtedness, nor by the taking by Lender of any other guaranty or guaranties to secure the Guaranteed Indebtedness, nor by the taking by Lender of collateral for the Guaranteed Indebtedness, nor by any act or failure to act whatsoever (except payment) which but for this provision might or could in law or in equity act to release or reduce the liabilities of the undersigned hereunder. If any payment applied by Lender to the Guaranteed Indebtedness (whether received from Borrower, the undersigned or any other Person) is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such indebtedness as fully as if such application had never been made.

The undersigned waives any and all surety defenses including all defenses, claims, setoffs and discharges of Borrower or any other obligor pertaining to the Note, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert against Lender any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, antideficiency statute, fraud, ultra vires acts, usury, illegality or unenforceability which may be available to Borrower with respect to the Guaranteed Indebtedness or any setoff available against Lender to Borrower, whether or not on account of a related transaction, and the undersigned expressly agrees that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Guaranteed Indebtedness notwithstanding provisions of Wisconsin law that may prevent Lender from enforcing such deficiency against Borrower. The liability of the undersigned shall not be affected or impaired by any voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of or other similar event or proceeding affecting Borrower or any of its assets. The undersigned will not assert against Lender any claim, defense or setoff available to the undersigned against Borrower.

The undersigned acknowledges that this Guaranty is in effect and binding as to it and agrees that possession of this Guaranty by Lender shall be conclusive evidence of due delivery hereof and further agrees that as to it, it shall continue in full force and effect notwithstanding the death or release of any other guarantor.

Until such time as the Guaranteed Indebtedness is paid and performed in full, the undersigned irrevocably and absolutely waives any and all rights of reimbursement, subrogation, indemnification or similar rights against Borrower with respect to this Guaranty, whether such rights arise under an express or implied contract or by operation of law. It is the intention of the parties that the undersigned not be deemed a "creditor" (as defined in Section 101 of the Federal Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower becomes a debtor in any proceeding under the Federal Bankruptcy Code.



The undersigned hereby represents and warrants to Lender: (i) the undersigned has filed all federal, state and other income and other tax returns required to be filed, which returns properly reflect taxes owed by the undersigned for the period covered thereby and the undersigned has paid or made appropriate provisions for the payment of all taxes which may become due pursuant to said returns and for the payment of all present installments of any assessments, fees and other governmental charges upon the undersigned or upon any of its property, except for such returns which the failure to file, and such taxes which the failure to pay, would not have a material adverse effect on the business, properties, assets, operations or condition (financial or otherwise) of the undersigned; and (ii) there are no actions, suits or proceedings pending or, to the actual knowledge of the undersigned, threatened against or affecting the undersigned, which, if determined adversely to the undersigned, would have a material adverse effect on the condition of the undersigned or on the ability of the undersigned to perform its obligations under this Guaranty and the other Loan Documents.

The undersigned covenants to file all tax returns and reports which are required by law to be filed by the undersigned and will pay before they become delinquent, all taxes, assessments and governmental charges and levies imposed upon the undersigned or its property.

The undersigned is presently informed of the financial condition of Borrower and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment or performance of the Guaranteed Indebtedness.

If any demand is made at any time upon Lender for the repayment or recovery of any amount or amounts received by it in payment or on account of any of the Guaranteed Indebtedness and if Lender repays all or any part of such amount or amounts by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise of any such demand, provided any such settlement or compromise is undertaken in good faith, then the undersigned will be and remain liable hereunder for the amount or amounts so repaid or recovered to the same extent as if such amount or amounts had never been received originally by Lender.

It is agreed that Guarantor's liability is independent of any other guaranties at any time in effect with respect to all or any part of the Guaranteed Indebtedness, and Guarantor's liability hereunder may be enforced regardless of the existence of any such other guaranties.

This Guaranty shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the successors and assigns of Lender.

If this Guaranty is executed by more than one signer, then all agreements and obligations herein shall be joint and several as to each signer and shall be fully binding upon and enforceable against any and all such signers.

Any notice or other communication to the other party in connection with this Agreement shall be in writing and shall be sent in accordance with the provisions of the Loan Agreement, or with respect to Guarantor, in accordance with the provisions of the Loan Agreement at the address set forth on the signature page to this Guaranty, or to such other address as Guarantor may request by like notice.

The liability of the undersigned for repayment of the Loan shall terminate on the first date that both of the following have occurred: (a) all amounts due under the Loan prior to the Maturity Date have been paid in full; and (b) all principal payments due under the Note on the Maturity Date have been paid in full.

AT THE OPTION OF LENDER, THIS GUARANTY MAY BE ENFORCED IN ANY FEDERAL COURT OR WISCONSIN STATE COURT SITTING IN MILWAUKEE COUNTY, WISCONSIN, AND GUARANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT GUARANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS GUARANTY, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE

GUARANTOR AND LENDER HEREBY EACH WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. GUARANTOR AND LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

This Guaranty, effective as of the date first set forth above, shall be construed and interpreted in accordance with and governed by the laws of the State of Wisconsin in which state it shall be performed by the undersigned.

**[SIGNATURE PAGE FOLLOWS]**

City of West Allis

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as of the 16 day of March, 2022.

MANDEL/SONA LOFTS LLC

By: BR Mandel LLC

Its: Manager

By: [Signature]

Name: Barry R. Mandel

Its: Manager

State of Wisconsin )  
                                  ) ss.  
Milwaukee County )

Personally came before me this 16<sup>th</sup> day of March, 2022 the above-named Barry R. Mandel, Manager of BR Mandel LLC, the Manager of Mandel/SoNa Lotfs LLC, to me known to be the person who executed the foregoing instrument and acknowledged same on behalf of such company.

Witness my hand and official seal.

**KRISTINE M. DEVITT  
NOTARY PUBLIC  
STATE OF WISCONSIN**

Notary Public, State of Wisconsin

[Signature]

Print Name: KRISTINE M. DEVITT

My Commission: expires 11/16/24