PARTIAL RELEASE OF PURCHASE AND SALE AGREEMENT, DEVELOPMENT AGREEMENT AND DEVELOPMENT FINANCE AGREEMENT

Document Name

Recording Area

Name and Return Address

Joshua P. Roling
Foley & Lardner LLP
777 E. Wisconsin Ave.
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

PARTIAL RELEASE OF PURCHASE AND SALE AGREEMENT, DEVELOPMENT AGREEMENT AND DEVELOPMENT FINANCE AGREEMENT

This PARTIAL RELEASE OF PURCHASE AND SALE AGREEMENT, DEVELOPMENT AGREEMENT AND DEVELOPMENT FINANCE AGREEMENT (this "**Release**") is made and effective as of the ___ day of June, 2026 (the "**Effective Date**"), 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 ("**Authority**") and **MAKERS ROW QOZB, LLC**, a Wisconsin limited liability company ("**Developer**") (Authority and Developer are each a "**Party**" and may be collectively referred to in this Release as the "**Parties**").

RECITALS

A. The Parties entered into that certain (i) Purchase and Sale Agreement dated as of January 31, 2025, (ii) Development Agreement dated as of January 31, 2025, (iii) Development Finance Agreement dated as of January 31, 2025 and (iv) Memorandum of Purchase and Sale Agreement, Development Agreement and Development Finance Agreement recorded February 7, 2025, as Document No. 11483484, in the Office of the Register of Deeds for Milwaukee County, Wisconsin (collectively, the "**Agreements**").

B. After the date hereof, SoNa Lofts II LLC, a Wisconsin limited liability company ("**SoNa II**") will acquire fee title to the real property legally described on Exhibit A attached hereto (the "**SoNa II Property**"), which constitutes a portion of the real property encumbered by the Agreements.

C. The Parties now desire to enter into this Release to discharge and release the SoNa II Property from the Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Release, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below:

AGREEMENT

1. Release of SoNa II Property. The Parties hereby unconditionally and irrevocably discharge and release the SoNa II Property from any and all obligations, covenants, conditions, restrictions, liens, encumbrances and claims arising under or related to the Agreements. From and after the Effective Date, the Agreements shall have no further force or effect with respect to the SoNa II Property, and neither the Authority nor the Developer shall have any right, title or interest in, or claim against, the SoNa II Property under the Agreements, including without limitation any repurchase right.

2. Effect of Release. Except as modified by this Release, the terms and conditions of the Agreements shall remain unchanged and shall remain in full force and effect and are hereby ratified and confirmed. All references to the Agreements shall be deemed to refer to the Agreements as affected by this Release.

3. Counterparts. This Release may be executed in counterparts, each of which shall, for all purposes, be deemed an original and both such counterparts, taken together, shall constitute one and the same instrument.

4. Successors and Assigns. This Release shall be binding upon the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date set forth above.

AUTHORITY:

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2026, the above-named _____, the _____ of the Community Development Authority of the City of West Allis, to me known to be the person who executed the foregoing agreement on behalf of said _____ and by its authority.

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

This instrument was drafted by: Nicholas R. Benson, Foley & Lardner LLP, 777 East Wisconsin Ave Milwaukee, WI 53202.

DEVELOPER:

MAKERS ROW QOZB, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2026, _____, the _____ of Makers Row QOZB, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged the same.

_____
Printed Name: _____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A
Legal Description of the SoNa II Property

Lot Two (2) of CERTIFIED SURVEY MAP NO. 9715 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on December 09, 2025, as Document No. 11561305, said certified survey map being a redivision of part of Lot 1 and all of Lot 4 of Certified Survey Map No. 9370, 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, Milwaukee County, Wisconsin.

Underlying Tax Parcel No. 454-0656-000 and Part of 454-0653-001

New Tax Parcel No.: 454-9006-000