

REA ESTOPPEL

November 30, 2016

Deutsche Bank AG, New York Branch
60 Wall Street, 10th Floor
New York, New York 10005

Ladies and Gentlemen:

Reference is hereby made to that certain Declaration of Covenants and Restrictions, dated as of September 7, 1993 and recorded on September 9, 1993 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 3115, Image 810 as Document No. 6823312; as amended by that certain First Amendment to Declaration of Covenants and Restrictions, dated and recorded on October 4, 1995 in Reel 3642, Image, as Document No. 7134080; as further amended by that certain Second Amendment to Declaration of Covenants and Restrictions, dated as of May 8, 1998 and recorded on June 23, 1998 in Reel 4335, Image 1864, as Document Number 7552541; as further amended by that certain Variance to Declaration of Covenants and Restrictions, dated as of September 3, 1998 and recorded on September 22, 1998 in Reel 4402, Image 1945, as Document Number 7606530; as further amended by that certain Third Amendment to Declaration of Covenants and Restrictions, dated as of February 21, 2007 and recorded on July 13, 2007 as Document Number 09462543 (collectively, the "**Declaration**"). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.

The Declaration encumbers, among other real property, that certain real property located at 6737 and 6750 W. Washington Street, West Allis, Wisconsin (collectively, the "**Property**"). The City of West Allis, a Wisconsin municipal corporation ("**Declarant**"), has been informed that **WHITNALL-SUMMIT COMPANY, LLC**, a Delaware limited liability company, **WHITNALL SUMMIT DEVELOPMENT CORPORATION**, a Wisconsin corporation and **6750 NORTH ACRES LLC**, Delaware limited liability company (individually and/or collectively, as the context may require, "**Borrower**") have requested **DEUTSCHE BANK AG, NEW YORK BRANCH**, a branch of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services ("**Lender**") to make a loan (the "**Loan**") to Borrower, which will be secured by, among other things, a fee and leasehold mortgage encumbering the interest of Borrower in the Property.

The undersigned, an authorized officer of Declarant, hereby certifies to each of Borrower and Lender, as of the date hereof, as follows:

1. Declarant has full authority to execute this agreement.
2. The Declaration in full force and effect.

3. Other than described above, there are no amendments, modifications, supplements, arrangements, side letters or undertakings, oral or written, of any sort.
4. All sums due from Borrower (or any other prior owner of the Property) to Declarant pursuant to the Declaration, if any, have been paid in full and there are no outstanding liens, claims or charges by Declarant against Borrower (or any prior owner of the Property).
5. Declarant hereby agrees that any future lien imposed on the Property pursuant to the Declaration shall be in all respects subordinate to the lien of any first mortgage loan which is secured in whole or in part on the Property.
6. Neither Borrower, any prior owner of the Property nor any tenant under any lease at the Property is in breach of any provision of the Declaration or of any rules or regulations promulgated thereunder.
7. Neither the Declarant nor any other party under the Declaration has any right or option to purchase all or any part of the Property, or any rights of first refusal with respect to the Property.
8. All construction, if any, contemplated by the Declaration has been completed to the satisfaction of Declarant and does not violate any condition of the Declaration.
9. There is no known litigation or mediation pending with regard to the Property.
10. Declarant hereby confirms that its consent is not required for Borrower to obtain a loan secured by the Property; provided, however, that if such consent is required under the Declaration, such consent is hereby irrevocably granted.
11. Declarant hereby agrees that they shall provide to Lender a copy of any and all documents and notices which are required to be provided to Borrower under the Declaration. In addition, Lender shall have thirty (30) days beyond any grace or cure period provided to Borrower under the Declaration to cure such default.
12. All notices and communication required to be given to Lender with respect to the Declaration shall be delivered to Lender at the above address.
13. Declarant acknowledges that this certificate may be relied upon by Borrower, Lender and their respective successors and assigns, any credit rating agency, issuer, servicer or trustee, in the event that any mortgage loan secured by the Property becomes subject to a securitization.

CITY OF WEST ALLIS,
a Wisconsin municipal corporation

By: COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF WEST
ALLIS, a Wisconsin Separate Body Politic,
Authorized Signatory

By: John F. Stibard
Title: Executive Director