

**MGI ELM GROVE ASSESSMENT VALUATION  
COMPLETION GUARANTY**

1 This Guaranty by is made by MANDEL GROUP, INC., a Wisconsin corporation  
2 (“**MGI**” or the “**Guarantor**”) to and for the benefit of the Village of Elm Grove, Wisconsin, a  
3 Wisconsin municipality (the “**Village**”).

4 WHEREAS, pursuant to that certain Development Agreement dated of even date  
5 herewith (as amended, restated, supplemented or otherwise modified from time to time, the  
6 “**Development Agreement**”) by and between \_\_\_\_\_ Apartments LLC  
7 (“**Developer**”) and the Village, the Village has agreed to make certain financial accommodations  
8 available to Developer, including providing MRO funds<sup>1</sup>, on the terms and subject to the  
9 conditions set forth in the Development Agreement; and,

10 WHEREAS, the Village requires, as a condition of entering into the Development  
11 Agreement and the transactions related thereto, that Guarantor guaranty certain obligations of  
12 Developer to the Village pursuant to the terms hereof; and,

13 WHEREAS, MGI is an affiliate of the Developer, and will derive substantial benefits  
14 from the conduct of the Developer’s business and operations; and, by reason of the relationship  
15 with the Developer, has agreed to execute this Guaranty; and,

16 WHEREAS, it is in the interests of both the Developer and MGI that the Developer  
17 obtain the benefits under the Development Agreement.

18 NOW, THEREFORE, in consideration of the above premises and for other good and  
19 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the  
20 Guarantor hereby agrees as follows:

21 1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to  
22 such terms in the Development Agreement

23 2. So long as this Guaranty is outstanding, the Guarantor represents and warrants as  
24 follows:

25 A. This Guaranty is a legal obligation, valid, binding upon and enforceable  
26 against such Guarantor in accordance with its terms, except as it may be limited by applicable  
27 bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights<sup>2</sup>.

28 B. Except as disclosed by the Guarantor to the Village, in writing, prior to the  
29 date hereof, there is no action, suit, proceeding or investigation before any court, public board or  
30 body pending or threatened against the Guarantor, or any of its properties or assets, which, if  
31 adversely determined, would have a material adverse effect upon the business, properties or  
32 financial condition of the Guarantor’s financial ability to satisfy all the obligations of this  
33 Guaranty.

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<sup>1</sup> We can add installing the water main if you think that is wise based on politics and the ordinance.

<sup>2</sup> The deleted language is true whether or not it is included.

34 C. The Guarantor acknowledges that the Village has not made any  
35 representations or warranties with respect to, and agrees that the Village does not assume any  
36 responsibility to the Guarantor for and has no duty to provide information to the Guarantor  
37 regarding the collectability or enforceability of the Development Agreement or the financial  
38 condition of Developer. The Guarantor has independently evaluated and resolved to its  
39 satisfaction all the issues, both financial and otherwise, relating to completion of the Apartment  
40 Project.

41 3. The Guarantor hereby absolutely and unconditionally guarantees to the Village (i)  
42 the performance of Developer's obligation to complete the construction of the Apartment Project  
43 as set forth in the Development Agreement, i.e., demolishing most of the existing structures,  
44 performing major renovation to two historically significant buildings, commonly referred to as  
45 Notre Dame and Maria Halls, and constructing three 3 - story buildings and comprised of not  
46 more than two hundred thirty-seven (237) residential units on the Apartment Property, such that  
47 the Apartment Project will have an assessed value at the time of Apartment Project Completion  
48 (defined below) of not less than Forty One Million Dollars \$41,000,000.00) ("**Guaranteed**  
49 **Obligation**"). In the event that Developer fails to so complete construction of the Apartment  
50 Project, then, upon receipt of written demand from the Village to do so, Guarantor will within  
51 thirty (30) days after receipt of such notice undertake to complete construction of the Apartment  
52 Project, including completion of the SWM System and the Public Improvements, and thereafter  
53 pursue all necessary steps to complete such construction pursuant to the provisions of this  
54 Guaranty.

55 The Village agrees that, upon Guarantor's fulfillment of the obligation to complete construction  
56 of the Apartment Project through to Apartment Project Completion, the Village shall make  
57 available all of the undisbursed TID Grant and MRO in accordance with the terms of the  
58 Development Agreement provided that all of the following conditions precedent are satisfied: (i)  
59 Guarantor shall request in writing that each such disbursement shall be made by the Village in  
60 accordance with the terms and conditions set forth in the Development Agreement and (ii)  
61 Guarantor shall comply with all of the applicable terms, procedures, conditions and  
62 requirements required for each disbursement pursuant to the Development Agreement. Provided  
63 that all of the above-referenced conditions have been satisfied, the remaining TID Grant and  
64 MRO funds provided for in the Development Agreement, otherwise not encumbered or  
65 otherwise pledged by Developer, shall be released to the Guarantor (and if the remaining TID  
66 Grant and MRO funds are encumbered or pledged, then they shall be released to the party  
67 entitled to thereunder) in accordance with the terms of the Development Agreement as if there  
68 had been no default thereunder by Developer in obtaining Apartment Project Completion.

69 4. The Guaranteed Obligation hereunder shall be binding upon the Guarantor, its  
70 successors, and assigns; however, the Guarantor shall not transfer or assign its Guaranteed  
71 Obligation to an affiliate or another entity without the written consent of the Village. This  
72 Guaranty shall remain in full force and effect until the Guaranteed Obligation has been  
73 performed, without any right of offset and irrespective of:

74 A. Any failure or lack of diligence in connection or protection, failure in  
75 presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of  
76 notice of acceptance of this Guaranty, failure to give notice of failure of the Developer to

77 perform any covenant or agreement under the terms of the Development Agreement, or the  
78 failure to resort for payment to the Developer or to any other person or entity or to any rights or  
79 remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

80 B. Guarantor hereby expressly consents to the extension of the Development  
81 Agreement or amendments, modifications, or waivers with respect to the Development  
82 Agreement. Guarantor hereby expressly waives the benefit of any legal or equitable principle of  
83 marshalling or other rule of law requiring a creditor to proceed against specific property, apply  
84 proceeds in a particular manner or otherwise exercise remedies in order to protect the interests of  
85 any individual or entity other than the Village.

86 5. This Guaranty shall be a continuing guaranty so long as any of the Guaranteed  
87 Obligation remains unperformed and may be enforced by the Village. In the event that the  
88 Village incurs any legal fees in the enforcement of this Guaranty whether or not litigation is  
89 commenced, the Village shall be entitled to and awarded reasonable attorneys' fees. The Village  
90 shall not transfer this Guaranty or the Development Agreement or any of its rights hereunder or  
91 under the Development Agreement without the consent of Guarantor.

92 6. This Guaranty shall terminate and Guarantor shall be released from all further  
93 liability hereunder upon the issuance of a certificate(s) of occupancy, whether temporary or  
94 permanent, for all of the residential buildings in the Apartment Project ("**Apartment Project**  
95 **Completion**"); provided the SWM System and the Public Improvements have been completed.

96 7. Notices hereunder shall be given in accordance with the provisions of the  
97 Development Agreement, with Guarantor using the same contact information as Developer.

98 8. This Guaranty shall be governed by and construed in accordance with the laws of  
99 the State of Wisconsin.

100 *[Signatures Continued On Next Page]*

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

MANDEL GROUP, INC.

\_\_\_\_\_  
Name: Barry R. Mandel  
Title: CEO

STATE OF WISCONSIN            )  
                                                  ) ss.  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, the above-named Barry R. Mandel, CEO of Mandel Group, Inc. to me known to be the person who executed the foregoing instrument and acknowledged same on behalf of the corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Print Name: \_\_\_\_\_  
My Commission: \_\_\_\_\_