



**Community Development Authority**  
**REVISED Meeting AGENDA**  
**November 4, 2016 7:30 a.m.**

Village Hall Second Floor Committee Room  
3930 N. Murray Avenue, Shorewood, WI 53211

1. Call to order.
2. Consideration of October 7 and October 27, 2016 meeting minutes.
3. Review of updated documents regarding Memorandum of Understanding between the CDA and Village of Shorewood, Business Loan Program and Façade Grant Program.
4. Discussion and possible consideration of business loan balance transfers.
5. Discussion and possible consideration of procedure for future façade grant applications that exceed the maximum limit.
6. Project list update.
7. Future agenda items.
8. Adjournment.

**DATED** at Shorewood, Wisconsin, this 2nd day of November, 2016.

**VILLAGE OF SHOREWOOD**  
Tanya O' Malley, Village Clerk WCPC

Should you have any questions or comments regarding any items on this agenda, please contact the Village Manager's Office at 847-2700. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
VILLAGE OF SHOREWOOD  
AND  
THE COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF SHOREWOOD**

This Memorandum of Understanding ("MOU") is made effective the 7<sup>th</sup> day of November, 2016 by and between the Village of Shorewood (the "Village") and the Community Development Authority of the Village of Shorewood (the "CDA"). Referenced together the Village and the CDA are the "Parties" to this agreement.

**RECITALS**

**WHEREAS**, at the February 17, 2016 Village Board meeting, the Village has approved the transfers (grants) of \$838,500 from TID #1 to the CDA; and

**WHEREAS**, This MOU will pertain only to the Village's relationship with the CDA as related to the funds transferred to the CDA. Any other CDA activities outside of the scope and purpose of these fund transfers, including any items related to TID's 3, 4, or 5 not previously approved by the Village Board, will continue to be presented to the Village Board for approval through recommendations from the CDA.

**WHEREAS**, these transfers were conditional upon review of an updated TID #1 pro forma using the 2016 assessment data that confirms that the TID #1 will still have the capacity to close in 2021 if these transfers were to occur, **and Village Board approval of a CDA recommended Business Loan Program Plan**; and

**WHEREAS**, Ehlers has updated the TID pro forma using 2016 data on analysis date 9/7/16 which confirms that TID #1 will still have the capacity to close in 2021 with these transfers. These pro forma are attached as exhibit 1; and

**WHEREAS**, the presentation of these pro forma to the Village Board with this MOU satisfies the conditional requirements of the February 17, 2016 motion approving these grant transfers, and

**WHEREAS**, these transfers were authorized, and must be maintained by the CDA, for the following conditional purposes: \$330,000 for future Façade Program expenditures in accordance with the CDA's Façade Program guidelines as approved by the Village Board; \$200,000 to fund the establishment of a perpetual business district-wide Business Loan Program in accordance with the CDA's Business Loan Program as approved by the Village Board; \$308,500 to support other future recurring CDA overall economic development strategies not specifically related to any other TID as identified on page B-5 of the CDA's 2015 Annual Financial Report and fiscal plan dated February 10, 2016 and accepted by the Village Board on February 17, 2016. A copy of page B-5 of this report is attached as exhibit 2, and

**WHEREAS**, consistent with the CDA establishing a perpetual business district-wide Business Loan Program, as identified on page H-2.2 of the CDA's 2015 Annual Financial Report and fiscal plan dated February 10, 2016 and accepted by the Village Board on February 17, 2016, the Village will be transferring to the CDA all remaining receivable balances relating to any existing business incentive loans that had previously been issued under this program. A copy of page H-2.2 of this report is attached as exhibit 3,

**WHEREAS**, the CDA was established on August 2, 1993 by the Village as a separate body politic to carry out their mission as authorized, and in accordance with Wisconsin Statutes, and

**WHEREAS**, with the transfer of these funds from the Village to the CDA to support future CDA activities, there are a number of administrative issues will need to be delineated through this MOU to ensure that the relationship between the Parties is adequately defined.

**NOW THEREFORE**, the Parties do herewith, in consideration of mutual promises and other good and valuable considerations, and upon joint adoption hereby agree as follows:

- 1) **Incorporation by reference**. All of the "whereas" clauses and referenced exhibits contained in the Recitals are incorporated herein by reference and made part of this agreement.
- 2) **Fiscal Agent**. The Parties agree that the Village will act as the fiscal agent for the CDA and the Village will establish a separate special revenue fund within the Village's chart of accounts in order to record the transactions of the CDA. All CDA funds will be held in the Village's general checking account and will be readily available to support CDA activities.
- 3) **Internal Controls**. With the Village acting as the fiscal agent of the CDA, the CDA agrees that the Village will establish, and the CDA will adhere to, the appropriate internal controls and processes that will be necessary to process transactions and generate accurate financial reporting information consistent with the application of the Generally Accepted Accounting Principles as promulgated by the Governmental Accounting Standards Board. The Village's role as fiscal agent shall be limited to these matters. All CDA contracts for services of \$5,000 or more must be in writing and approved by the CDA in order to satisfy Village's internal control requirements.
- 4) **Cost Allocations**. The CDA will specify in any contract for general business district-wide services the percentage of the benefits for these services that will be attributable to any existing TID's and to the CDA for the purpose of allocating contract costs.
- 5) **Oversight**. The CDA shall have the overall responsibility of managing any CDA funded program. The CDA shall also have the responsibility of developing and approving its own budget, managing all issues of budgetary compliance, as well as supervising and approving any bidding, purchasing, or contracting for any other services for CDA activities not explicitly provided for in this agreement. In addition the CDA shall establish written processes for approval of any disbursements of CDA funds.
- 6) **Audit**. The CDA, as a component unit of the Village of Shorewood, will also be responsible for conducting an annual financial audit as appropriate for governmental financial reporting, as well as any federal or state reporting that may be required by law. The Village agrees to facilitate the CDA's audit as part of the Village's annual audit engagement and support any required federal or state reporting requirements in a manner consistent with that of the Village.
- 7) **Liability**. The Parties agree that the Village will name the CDA as an additionally insured party on the Village's general liability insurance policy.

- 8) **Loan Balance Transfers.** The Village agrees to attend to any loan document modifications or other due diligence that may be required to relating to the transfers of the existing Business Improvement loans and balances from receivables of the Village, to receivables of the CDA.
- 9) **Compensation.** As compensation to the Village for the staff time used to assist the CDA in matters relating to the ongoing implementation of the Façade Grant Program and Business Improvement Loan Program as these plans are currently drafted, as well as for the agreed upon fiscal agent and other staff services identified in this agreement, the village will bill the CDA an annual flat fee of \$7,700 which is consistent with the anticipated Village costs previously identified in exhibit 2. Additionally, as compensation to the Village for the extended professional audit services for the CDA annual audit, the CDA agrees to reimburse the Village the incremental cost of those services.
- 10) **Miscellaneous.**
  - a) Any modifications of this MOU must be in writing and approved by all Parties.
  - b) Any modifications to the Façade Grant Program or Business Improvement Loan Program must be approved by the Village Board.

**SIGNATURES**

**IN WITNESS WHEREOF,** the parties hereto have caused the execution of the Memorandum of Understanding by authority of their respective bodies effective as of the date first above written once the parties have affixed their respective signatures.

**VILLAGE OF SHOREWOOD**

by \_\_\_\_\_ Date \_\_\_\_\_  
 Guy Johnson, Village President

by \_\_\_\_\_ Date \_\_\_\_\_  
 Tanya O'Malley, Village Clerk / Treasurer

**COMMUNITY DEVELOPMENT AUTHORITY  
 OF THE VILLAGE OF SHOREWOOD**

by \_\_\_\_\_ Date \_\_\_\_\_  
 Peter Hammond, CDA Chair

by \_\_\_\_\_ Date \_\_\_\_\_  
 Tanya O'Malley, Village Clerk / Treasurer



Community Development Authority

**FAÇADE IMPROVEMENT PROGRAM**

*(Revised 10/27/16)*

## **PURPOSE**

This Facade Improvement Program is established to stimulate exterior building improvements to existing commercial storefronts in the Village of Shorewood. Improvements shall be sufficient in scope to produce visible improvements to commercial building facades.

## **PROGRAM GOALS**

- Enhance the attractiveness of the Village's Business District.
- Promote a high level of maintenance for a sustainable Business District.
- Promote commercial vitality and increased economic activity in the Business District.
- Maintain or improve existing commercial property values within the Business District which may also effectuate an increase in property values of the surrounding residential areas.

## **TARGET AREA**

The Target Area for this Facade Improvement Program includes commercial properties along the following commercial corridors, within the Village of Shorewood boundaries - both sides of Oakland Avenue, Capitol Drive and Wilson Drive. (See Attachment A for a map of the Target Area).

## **ELIGIBLE ACTIVITIES**

Eligible activities shall include but are not limited to the following improvements made to commercial building façade(s) facing a public street:

- Repair and/or replacement of the original building's materials and decorative details which are deteriorated or missing.
- Repair of non-original materials which cannot be removed due to deterioration of the underlying original building material.
- Cleaning of exterior building surfaces.
- Tuck pointing and masonry repair.
- Painting.
- Repair, replacement or addition of entrances, doors, display windows, transoms and upper story windows.
- Removal, repair and/or replacement of existing signs and awnings.
- New signs, awnings, parklets and patios (subject to maximum reimbursement as detailed below).
- Vertical elements of decks.
- Design fees (subject to maximum reimbursement as detailed below).
- Permanent exterior lighting.
- Screening of dumpsters and parking lots, if made of high quality materials in compliance with Shorewood Design, Review Board requirements.

### **NON-ELIGIBLE ACTIVITIES**

- Work on non-mixed use, residential buildings.
- Work on a commercial building facade not facing a public street
- Work on a roof and/or flooring.
- Work done before execution of a Façade Improvement Program Agreement (See Attachment B).
- Purchase of property.
- Construction of a NEW building (Construction of an entirely new building AND construction of any renovation where over 50% of the square footage of the building renovation is new construction).
- Patios, decks, or balconies not facing a public street
- Fixtures and equipment.
- Inventory.
- Landscaping.
- Signage not in compliance with the Village's sign code.

### **PROGRAM FUNDING**

This program is established to stimulate eligible exterior improvements to existing commercial storefronts. Two types of grants are available under the program.

#### **Concept Design Grant**

Up to \$2,000. This grant will share the cost of developing a conceptual design and cost estimate for improvement of the subject building facade. An approved applicant will receive 90% of the consultant cost for developing the completed conceptual design and cost estimate up to \$2,000

#### **Facade Improvement Grant**

Up to \$10,000 per storefront. This grant will share in the actual cost of implementing the improvements identified in the conceptual design and cost estimate including the cost to complete final design and construction documents. An approved applicant will receive an amount equal to 50% of the aforementioned costs up to \$10,000 per storefront, with a cap for signage, parklets and patios at \$1,500 collectively.

A property owner or business owner that is proposing to do additional improvements to a commercial storefront in which past improvements were funded by the Facade Improvement Program, may apply for a Facade Improvement Program grant. However, this Façade Improvement Program limits grants to \$10,000 per storefront, per five-year period. Subsequent requests within that five-year period will require direct approval by a majority vote of the CDA members.

## **APPLICATION PROCESS**

- A. The Shorewood Façade Grant Program is described in full on the Administering Agency's and Village of Shorewood website. Once the applicant familiarizes themselves with the program guidelines, they should contact the Administering Agency for a discussion of the proposed project and how the program may be accessed. The official application (Attachment C) can be found on the Village of Shorewood's website and the Administering Agency's website.
- B. The applicant or qualified design professional prepares a schematic concept elevation of the facade and a cost estimate for approval by Owner/Applicant (if created by a qualified design professional), Administering Agency, and designated Village Staff.
- C. Before completing the application or applying for the grant program, the Owner/Applicant will submit to designated Village Staff, a Design Review Board Application including professional material samples for the remodeling concept to the Shorewood Design Review Board (SDRB) for approval.
- D. Once the SDRB has approved the proposed exterior commercial improvement, the applicant should submit their formal application (Attachment C) to the Administering Agency.
- E. A complete application will include the following:
  - i. A completed construction application (Attachment C) cover page which will include the applicant's name, property address, and signature and approval by the property owner (if applicant is a commercial tenant)
  - ii. A brief description of the project
  - iii. At least two bids for the project from qualified contractors
  - iv. The approved plans submitted to the SDRB
- F. Owner/Applicant will obtain a minimum of two written proposals from all experienced contractors and sub-contractors to complete the remodeling in accordance with the plans and specifications and all applicable laws and then submit to the Administering Agency for its review and approval. The Owner/Applicant is not required to accept the lowest bid. If there is a difference in total pricing of 20% between the 2 bids and the Owner/Applicant wishes to go with the more expensive bid, the Owner/Applicant is responsible for explaining in writing why there is a pricing difference and why the higher bid is being chosen
- G. Once the application is complete and submitted, the Administering Agency and designated Village Staff will review the application and, if approved, sign the application.
- H. Once all approvals required in steps A-G are obtained, the Owner/Applicant and the Administering Agency will execute a Facade Improvement Program Agreement

(Attachment B) in which the Owner/Applicant agrees to complete the project within one year. Construction on façade improvements must commence within 30 days of execution of the Façade Improvement Program Agreement.

- I. The Administering Agency agrees to reimburse the Owner/Applicant for 50% of the exterior façade costs of the project, up to \$10,000 per storefront, with signage, parklet and patio reimbursement capped at \$1,500 (including the preparation of plans and specifications), upon completion of the project. All invoices, canceled checks, and lien waivers for the project work must be reviewed and approved by the Administering Agency and designated Village Staff before grant reimbursement occurs.

### **RECORD RETENTION**

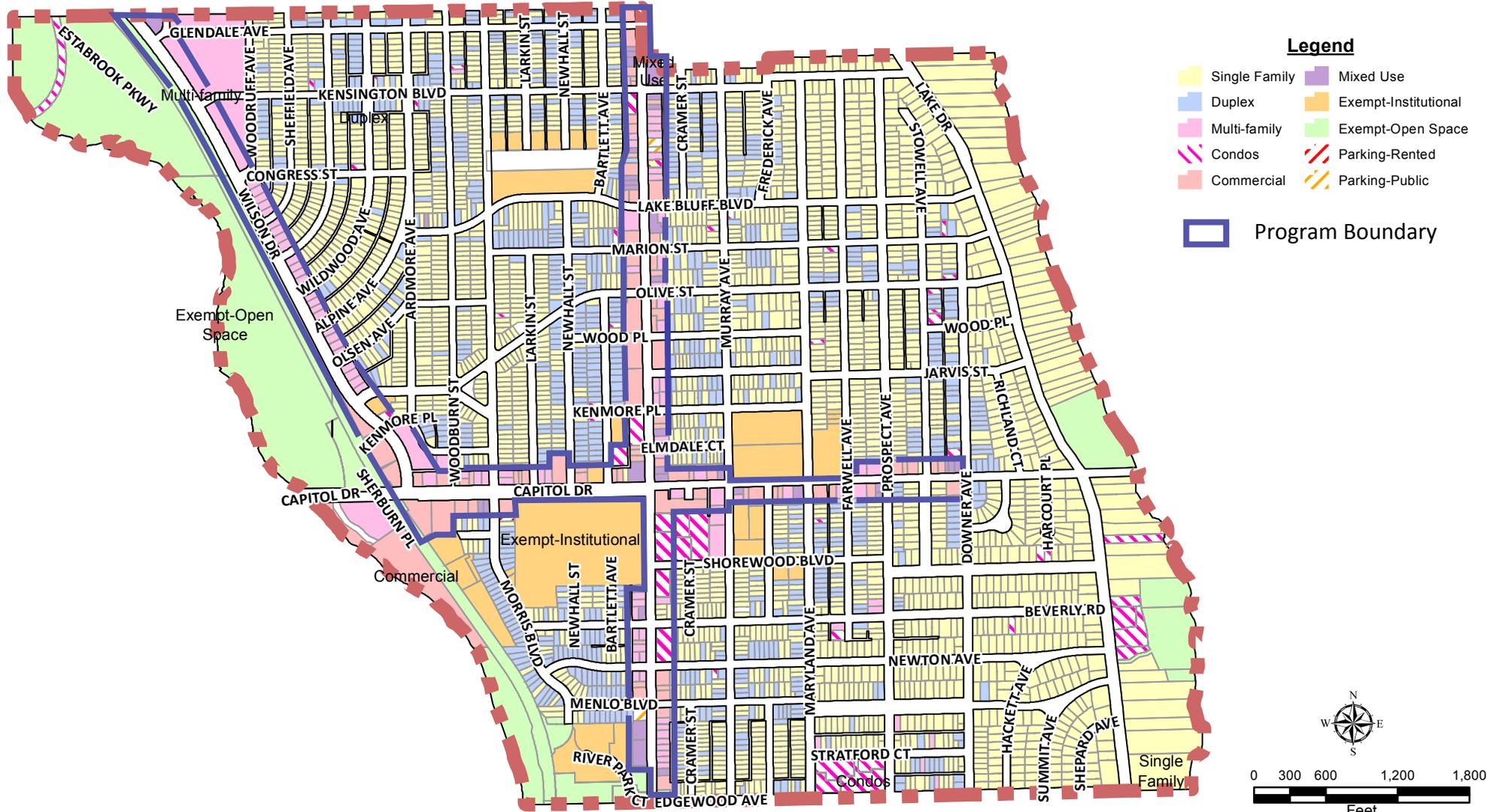
Certain records related to this Façade Improvement Program are public record and subject to open records law. As such, applications will be stored at the Shorewood Village Hall and available for viewing.

**Attachment A**  
**VILLAGE OF SHOREWOOD**  
**Façade Improvement Program Target Area**

**SEE EMAIL ATTACHMENT 1**

# Village of Shorewood

## Community Development Authority Facade Improvement & Business Loan Target Area Map



**Attachment B**  
**VILLAGE OF SHOREWOOD**  
**Facade Improvement Program Agreement**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the (Insert Administering Agency) and \_\_\_\_\_, applicant/owner (Recipient) of the subject property located at \_\_\_\_\_, in the Village of Shorewood, Wisconsin.

**RECITALS**

WHEREAS, the CDA is desirous of encouraging activities which enhance the attractiveness of the Village's Business District; promote a high level of maintenance for sustainable Business District; promote commercial vitality and increased economic activity in the Business District; and maintain or improve existing commercial property values within the Business District which may also effectuate an increase in property values of the surrounding residential areas; and

WHEREAS, the CDA and the Village Board have approved and adopted a FACADE IMPROVEMENT PROGRAM to encourage business and property owners to upgrade the commercial storefront facades; and

WHEREAS, pursuant to the FAÇADE IMPROVEMENT PROGRAM, the Recipient names above has applied for a grant to assist in completing facade improvements; and

WHEREAS, the CDA has designated the (Insert Administering Agency) to be the acting agent on its behalf;

WHEREAS, after reviewing the application submitted by Recipient, the (Insert Administering Agency) and (Village Staff Representative) have found and determined that it would be beneficial to and serve to implement the goals of the Village's redevelopment effort in the Business District to support Recipient's facade improvement project through a grant of funds upon the terms and conditions hereinafter described; and

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

**I) (Insert Administering Agency) obligations and responsibilities:**

**(A)** After construction is completed and upon receipt of all documentation relating to the facade improvement project costs, the (Insert Administering Agency) shall reimburse Recipient for one-half of the construction related costs up to a maximum grant of \$10,000. In the event that Recipient fails to complete the improvements within 6 months

of signing this agreement, the (Insert Administering Agency) shall not be liable for reimbursement for any construction costs unless the (Insert Administering Agency) and Village Staff Representative agree otherwise in writing. Recipients must submit to the (Insert Administering Agency) any request to approve extensions to that deadline at least 30 days prior to the project completion date if so needed.

**(B)** The (Insert Administering Agency) shall not be liable for payments for services beyond the scope of the (Insert Administering Agency) authorized improvements, nor shall the (Insert Administering Agency) be liable for improvements which are made after the facade improvements project is completed or after the (Insert Administering Agency) has authorized reimbursement to the Recipient.

**(C)** The (Insert Administering Agency) shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.

**II) Recipient obligations and responsibilities:**

**(A)** Recipient agrees to accept grant funds in an amount not to exceed \$10,000. Such grant funds shall be given on a reimbursement basis and shall only be for one-half of the construction related costs up to a maximum grant amount of \$10,000 (with reimbursement for signage, parklets and patios capped at \$1,500); and

**(B)** Recipient acknowledges and agrees that the grant funds are to be used solely for exterior facade improvements on the subject property located at:

\_\_\_\_\_.

**(C)** Recipient is the owner of the subject property or has submitted the owner's written consent to improve the subject property on the grant application form which is attached hereto as Exhibit "A"; and

**(D)** Recipient has submitted a final design sketch or plan of the exterior facade improvements which has been approved by the Village of Shorewood Design Review Board and is attached hereto as Exhibit "B". Recipient acknowledges that all facade improvements completed shall be consistent with the aforesaid plans and be in conformance with all federal, state, county and municipal laws, ordinances, codes and regulations; and

**(E)** Recipient has submitted two written proposals from qualified contractors which are attached hereto as Exhibit "C"; and

**(F)** Recipient agrees that all facade improvements as set forth in Exhibit "C" shall be completed on or before one year from the time this agreement is signed by both parties ("the completion date") and no grant fund reimbursement payments shall be made prior to completion; and

(G) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to storefront facade improvements, sufficiently and properly reflect all expenditures of funds provided by the (Insert Administering Agency) under this Agreement; and

(H) Recipient shall make all books and records pertaining to the facade improvement project available to the (Insert Administering Agency) and/or CDA/Village staff for inspection, review and audit purposes at all reasonable times upon demand for the term of this Agreement and for three (3) years thereafter; and

(I) The recipient shall submit to the (Insert Administering Agency) not more than sixty (60) days after the facade improvement project is completed, all supporting documentation relating to the costs associated with the improvements on the subject property; and

(J) The Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the (Insert Administering Agency) as an additional insured; and shall provide the (Insert Administering Agency) with notice of any cancellation or change in coverage. Recipient shall furnish the (Insert Administering Agency) with certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the (Insert Administering Agency) as the acting agent for the CDA.

**(III) Term of Agreement**

This Agreement shall commence upon execution and shall expire sixty (60) days after the Completion Date. In the event that the Recipient fails to commence the project within thirty (30) days from the date of execution of this Agreement, (Insert Administering Agency) as the acting agent of the CDA reserves the right to terminate this Agreement upon ten (10) days' notice to Recipient.

Application received date: \_\_\_\_\_

Grant approved date: \_\_\_\_\_

Project budget: \_\_\_\_\_

Grant amount: \_\_\_\_\_

Execution date: \_\_\_\_\_

Commencement date: \_\_\_\_\_

Completion date: \_\_\_\_\_

**(IV) Grant Payments**

Recipients may request 1 draw payment after the completion of at least 50% of the project costs. The 2<sup>nd</sup> and final draw request is may be made after project completion. The final draw request must be made within 30 days of project completion. All draw requests must also be supported by proper receipts and proofs of payment. The final draw will also be contingent on passing any building inspections related to the project being funded.

**(V) Designated Representatives**

The names and addresses of the Designated Agents/Representatives of the parties in connection with this Agreement are as follows:

AS TO AGENCY: (Insert Administering Agency)  
c/o Village of Shorewood  
3930 N Murray Avenue  
Shorewood, WI 53211

AS TO RECIPIENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
(Insert Administering Agency)

RECIPIENT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment C

### FACADE IMPROVEMENT PROGRAM OFFICIAL APPLICATION

#### APPLICANT INFORMATION

Date of Application: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Please check one (or all) the following:

Property Owner/Landlord: \_\_\_\_\_ Business Owner: \_\_\_\_\_

Subject Property Address: \_\_\_\_\_

#### PROPERTY OWNER INFORMATION

Property Owner Name: \_\_\_\_\_

As the legal owner of the Facade Improvement Program subject property, I hereby grant authorization and/or agree to complete the Facade Improvements described on this application.

Property Owner/Landlord Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

#### DESCRIPTION OF FACADE IMPROVEMENTS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***\*\*\*Please attach schematic drawings of All building/site improvements including any signage proposed to be eligible for funding from the Facade Grant Program***

## **FACADE IMPROVEMENT PROGRAM OFFICIAL APPLICATION *(cont.)***

Total Construction Cost Estimate:

\$ \_\_\_\_\_

### **CONTRACTOR INFORMATION**

***\*\*\*Please attach a minimum of 2 official bids from ALL contractors (both general and sub-contractors, as applicable)***

Contractor Proposal #1: \_\_\_\_\_

\_\_\_\_\_ Estimate Attached                      Amount \$ \_\_\_\_\_

Contractor Proposal #2: \_\_\_\_\_

\_\_\_\_\_ Estimate Attached                      Amount \$ \_\_\_\_\_

### **OFFICIAL APPROVALS**

Community Development Authority Signature of Approval:

\_\_\_\_\_

Date: \_\_\_\_\_

Administrating Agency Signature of Approval:

\_\_\_\_\_

Date: \_\_\_\_\_

## **Application Exhibit A**

**Final Design Sketch or Plan of the Exterior Façade Improvements  
Approved by the Village of Shorewood Design Review Board**

## **Application Exhibit B**

### **Two Written Proposals from Qualified Contractors**



Community Development Authority

*BUSINESS LOAN PROGRAM*

*October 27, 2016*

PROGRAM HIGHLIGHTS

### **Purpose of the Program**

The Business Loan Program (the “Program”) has been established by the Community Development Authority (“CDA”) and Village Board to assist businesses and property owners in financing business expansion and startup projects, consistent with the economic development goals of the Village.

The Program is expected to be an important component of the Village of Shorewood’s economic development toolbox, which includes the façade grant program and redevelopment project incentives.

The benefits to participating Program businesses might include providing “first dollars” required by other lending organizations, lower than market interest rates, and potential to lower debt service payments during the startup period of a new venture.

As directed by the CDA, the Administering Agency will provide guidance to businesses interested in borrowing funds from the Program. SEWRPC will assist the CDA with the review and underwriting of loans.

### **Economic Development Goals**

The economic development goals of the Program are comprised of property tax base enhancement, small business recruitment and retention, elimination of blight, increased first floor retail activity, and job creation.

### **Target Areas**

The Target Area for this Program includes commercial properties along the following commercial corridors, within the Village of Shorewood boundaries - both sides of Oakland Avenue, Capitol Drive and Wilson Drive. (See Attachment A for a map of the Target Area).

### **Loan Parameters**

Loan amounts from this program will range between \$10,000 - \$45,000. The CDA will periodically review the maximum loan limit to determine if it should be adjusted solely as a result of increases in the Consumer Price Index (CPI). Any changes to the maximum loan limit will be approved by the CDA and Village Board.

All loans must be approved by the CDA. Funds for the program are limited and will be allocated on a first come, first serve basis, as outlined in the Loan Management and Administration Document.

A minimum of one dollar of private sector investment related to approved expenditures will be required for each dollar of CDA investment. It is expected that a bank or other private financial institution will be financing a portion of the private sector match.

Sufficient collateral, including personal guarantees from the principals of the business with twenty (20) percent or more ownership, will be required.

Interest charged to the borrower will be:

The interest rate charged will be calculated as US Prime + 1% with a cap of 4.5%. Depending on the prime rate at the time of a loan application, the CDA can adjust the rate down to accommodate an applicant's particular situation.

Interest cost to the borrower from Program loans is expected to be lower than for loans from banks or other financial institutions.

Payment of principal may be deferred for up to twelve months if required for the success of the undertaking. Need for such deferral must be demonstrated.

### **Criteria for Granting**

Criteria for granting or for limiting the amount of a requested loan include the following:

- o **Eligibility** – the project must contribute proportionately to the achievement of Shorewood's economic development goals. Priority will be given to first floor retail uses, specifically retail and restaurant uses, within the business corridor and first floor office uses that create daytime employment. Secondary priority will be given to other uses and upper floor uses within the business district. (See Attachment B for a list of preferred and non-preferred uses and Attachment C for the map of the business district).
- o **Need** - the applicant must demonstrate that Program financing is necessary to make the project feasible and that alternate sources of funding needed to finance the project are not available on reasonable terms.
- o **Availability of Funds** – a balance of sufficient funding authority (unloaned funds) should be available within the CDA program funding schedule parameters.

Because of the scarcity of funds, the Program will be administered in a way that maximizes first floor street frontage activity within the business district. The loans supported by this Program are not intended to be an entitlement.

### **Application Process**

Review the application and then call the Administering Agency or Village Staff to discuss before filling it out. Once a meeting has occurred, fill out the application and submit it to the Administering Agency, c/o Village of Shorewood, 3930 N. Murray Avenue, Shorewood, Wisconsin 53211). See the Program Details section of this document for detailed application procedures and requirements.

## VILLAGE OF SHOREWOOD BUSINESS LOAN PROGRAM

### PROGRAM DETAILS

#### Introduction

The Business Incentive Loan Program (the “Program”) was established by the Community Development Authority (“CDA”) and Village Board in 2007 to assist businesses and property owners in financing business expansion and startups, consistent with the economic development goals of the Village.

Through the Program, qualified businesses and property owners are eligible for low-interest loans to finance qualifying business expansion and start-ups. Loan funds that are repaid to the CDA will be used to assist other businesses within the loan program. The purpose of this manual is to set forth the criteria for the financing that is available from the Program.

#### Purpose

The objective of the Business Incentive Loan Program is prioritized to create first floor retail and restaurant uses within the business district, increase the Village of Shorewood’s tax base through the retention and expansion of existing businesses, and assist with the development of new businesses within the Village. The Program is also intended to provide assistance to business owners who wish to purchase commercial property within the Village. Small and medium sized businesses often lack the necessary capital to develop or expand their operations, and, as such, this lack of capital has a significant impact on the local tax base.

The Program includes funding mechanisms and interest rates that are designed to encourage business development, while providing for the recapitalization and growth of the Program over time.

#### Eligible Applicants

Eligible applicants for the Business Loan Program are business owners located in the Village or those that will locate in the Village as a result of loan funds. These applicants must demonstrate that they are unable to access total financing necessary for the business or real estate project through conventional sources.

#### Administration

The assets in the Program shall be the property of the Village of Shorewood CDA and funding decisions relative to individual loan applications shall be made by the CDA. Substantial changes to the loan program (ex: changes to the minimum or maximum amounts and changes to preferred and non-preferred uses) must be adopted by both the CDA and Village Board.

Applications for program funding can be obtained from the Village of Shorewood website and/or the Administering Agency website. The Southeastern Wisconsin Regional Planning Commission

("SEWRPC") or other designated agent approved by the CDA, will review all loan applications and provide loan underwriting assistance to the CDA. Designated Village staff shall be responsible for administration of the program loan disbursements and collections after approval.

### Application Procedures

Once the application has been downloaded from the Village website, businesses should contact Village Staff or the Administering Agency, c/o Village of Shorewood, 3930 N. Murray Avenue, Shorewood, Wisconsin 53211 to set up a meeting. A copy of the loan application and a list of the supporting documentation needed for each application are included as Attachment A to this manual. Following the submittal of the application, the Administering Agency will examine the application and supporting documentation for completeness and make a determination within 10 working days on whether or not the proposed project conforms to the standards and policies as set forth in this manual.

Once Village staff has completed its review of the application, the applicant business will be informed of any deficiencies, and requested to amend the application, if necessary. Upon final submission of a completed application, the application and all supporting documentation will be forwarded to the underwriter for review and recommendation to the CDA for consideration.

### Standards and Policies

The following standards and policies will be utilized in administering the Business Loan Program:

1. Funding Limits: The amount of funding available for each applicant is from \$10,000 - \$45,000. The CDA will periodically review the maximum loan limit to determine if it should be adjusted solely as a result of increases in the Consumer Price Index (CPI). Any changes to the maximum loan limit will be approved by the CDA and Village Board.
2. Type of Financing Available: All monies will be provided in a manner that enhances the viability of the proposed project. The CDA, at its discretion, may waive the requirement for providing loans on an installment basis.
3. Project Initiation: Any Business Loan Program and matching monies may not be spent prior to the approval of the loan by the CDA. However, under special circumstances, an applicant may request to spend matching private dollars limited to 10% of the final approved loan amount while opening/moving their business within Shorewood and before CDA has approved the formal loan. This 10% private expense could then still qualify as project expenses under the Program once the loan is approved.
4. Private Sector Leverage Ratio: A minimum of one dollar of private sector investment towards approved expenditures will be required for each dollar of CDA investment. Private sector investment is defined as financing from a private lending institution and/or cash equity that is contributed to the project by the applicant. Applicants will be required to utilize a private financial institution to finance all or a portion of the private sector match,

unless waived by the CDA. In addition, all private sector dollars must be obtained from a non-public source and no public funds of any type may be counted towards leveraged private investment.

5. Community Benefits: To be eligible for funding, applicants must demonstrate the following: tax base enhancement, first floor retail and/or restaurant use within the business district, and/or job growth. In particular, Business Loan Program monies contributed to a project must not exceed 30 percent of the existing fair market value of the property as reported by the Village Assessor or an appraiser acceptable to the CDA.
6. Access to Program Funds: Program funds will typically be provided in installments to applicants through draw requests as expenditures are made in accordance with the funding application. The minimum draw request shall be \$5,000 or 20% of the approved loan amount, whichever is greater. All draw requests must be submitted within 90 days of the project completion date to designated Village staff to be eligible for reimbursement; if not, funds are forfeited. The project completion date will be clearly noted in the construction schedule.
7. Expenditures: All expenditures must be properly documented. All draw requests must be supported by appropriate receipts, invoices, lien waivers, and proofs of payment prior to being processed. As applicable, all permits, inspections, and verifications of work done must also be completed in order to process any draw requests.
8. Eligible Activities: Activities eligible for funding include:
  - a) Real property acquisition, building demolition, site preparation, and similar site-related redevelopment activities to stimulate business development.
  - b) Interior and exterior building rehabilitation and new construction.
  - c) Leasehold improvements; the acquisition of furniture, fixtures, and equipment.
  - d) Operating Expenses/Working Capital not to exceed 20% of total loan amount.
9. Ineligible Activities: Activities **not** eligible for funding include:
  - a) Purchasing equity in private businesses.
  - b) Subsidizing interest payments on existing loans and other working capital expenses.
  - c) Refinancing loans made by other lenders or investors.
  - d) Contributing equity required of borrowers participating in other loan programs.
  - e) Financing deposits in interest-bearing accounts, certificates of deposit, and other cash investments.
  - f) Home based businesses.
10. Other Considerations: Typically, loan assistance will consist of providing financing for fixed assets that are an integral part of the proposed project and up to 20% operating expenses/working capital.
11. Standard Loan Terms: Standard terms for installment loans are as follows:

- a) Real property acquisition, site-related redevelopment, building rehabilitation—maximum of ten (10) years.
- b) Leasehold improvements, Furniture, fixtures, equipment and working capital -- three to seven (3-7) years depending on the size of the program loan and the ratio of private sector investment in the project.

The specific term for an individual borrower may also be based on the useful life of the asset, as well as the terms offered by the private sector financial institution participating in the project. However, the CDA retains the right to adjust individual loan terms in order to facilitate a successful loan fund project.

10. Need Determination: Each applicant must demonstrate that Business Loan Program financing is necessary to make the project feasible and that alternative sources of financing the total project is not available on reasonable terms.
11. Interest Rate: Interest charged to the borrower will be US Prime + 1%. The interest rate charged to the borrower will be fixed for the entire term of the loan at the time a loan agreement is signed with the Village. Loan interest rates will be capped at 4.5%. Depending on the prime rate at the time of a loan application, the CDA can adjust the rate down to accommodate an applicant's particular situation.
12. Deferral of Principal and Interest: The Business Incentive Program has the option of deferring principal payments upon demonstration by the recipient business that a deferral is required to make the project feasible. This deferral period begins from the date of the first participant draw disbursement.
13. Equity Requirements: The CDA may require an equity injection for Business Incentive Loan Program projects, when appropriate.
14. Collateral Requirements: Each Business Loan Program project will include a Financing Agreement between the Village and recipient business that details the terms and conditions of the loan fund financing, along with supporting collateral documents. In addition, performance bonding may be required when deemed necessary to protect the CDA's interest in the project. The Financial Agreement (See Attachment D for Samples) will be filed with the Village Clerk to become part of the Village's official record.

Collateral requirements will be determined on an individual basis by the CDA and may include mortgages on land and buildings; liens on furniture, fixtures, and equipment; and liens on accounts receivable and inventory. This collateral may be subordinated to private sector financial institutions participating in the project, if required. In addition, junior liens on all business assets may be used where appropriate. Personal guarantees from the principals of the business with 20 percent or more ownership will be required.

Finally, loan recipients will be required to maintain property-casualty insurance for the appraised value of the property being financed, and have the CDA listed as an additional insured on the policy.

15. General Policies for Restructuring Loans: Business Loan Program loans may be restructured when restructuring will improve the borrower's ability to repay the loan, as long as the business is financially viable as evidenced through a business credit analysis. The CDA will work with the owner(s) of the business to determine the need for restructuring, and, if appropriate, the CDA may restructure the loan to improve cash flow within the business.
16. Program Fees: The CDA will require a loan application fee of \$300 to be paid to the Village of Shorewood at the time of loan application. If the application is approved, a loan origination fee equal to one (1.0) percent of the loan amount, plus payment of any legal fees incurred by the CDA for the loan closing, will be added to the principal amount of the loan and paid with program monies. The CDA reserves the right to waive or reduce these financing origination fees.
17. Availability of Funds: Available funding for the program will be managed by the CDA. In those instances, where the number of requests exceeds available funding, applications will be prioritized based upon the following: Priority will be given to first floor retail uses, specifically retail and restaurant uses, within the business corridor and first floor office uses that create daytime employment. Secondary priority will be given to other uses and upper floor uses within the business district. (See Attachment A for a list of preferred and non-preferred uses and Attachment B for a map of the business district). When feasible, the amount of CDA monies contributed to each project may also be reduced in order to facilitate as many requests as possible. The CDA will follow procedures outlined in the Loan Management and Administration Document to make these decisions.
18. Project Completion Date: All projects must be initiated within six (6) months following approval of the financing application and completed within one (1) year of loan closing. Authorizations/approvals for program participation lapses at the project completion date. The CDA may provide extensions beyond the time limit, if warranted, upon the request of the applicant.
19. Additional Requirements: All CDA-financed activities must:
  - a) Contribute proportionately to the achievement of the Village of Shorewood's economic development goals as outlined in the Village of Shorewood Central District Master Plan and Commercial Design Guidelines, as adopted by the CDA and the Village Board.
  - b) Have the applicant retain ownership for sufficient time to complete the project, stabilize its occupancy, and establish project management.
  - c) Not damage designated Village landmarks.
  - d) Comply with all applicable policies, rules, codes, regulations, and statutes of the Village of Shorewood and State of Wisconsin.

**Attachment A**  
**VILLAGE OF SHOREWOOD**  
**BUSINESS LOAN PROGRAM APPLICATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Brief Project Description:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sources and Uses of Funds

	Business Incentive Loan Program	Bank Financing	Other Government Assistance	Equity Financing	Total
a) Land / Building Purchase					
d) Building Renovation					
e) Capital Equipment					
f) Operating					

Expenses /Working Capitol					
SUBTOTAL					
Closing Costs (1%)					
TOTAL COSTS					

Business Loan Program Assistance Requested

a) Loan Amount	
c) Loan Term (years)	
d) Deferral Period (months)	

Source of Bank Financing:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Loan Amount: \$ \_\_\_\_\_

Source of Equity Financing:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Date Certain that the Project Will Begin: \_\_\_\_\_

I hereby certify that the information provided above and in the attached supporting documentation is to the best of my knowledge true and correct. I also agree to pay the loan origination fee and any legal expenses, as defined in the Village of Shorewood Business Loan Program manual, should a loan be approved by the Village of Shorewood Community Development Authority.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

For additional information about the Village of Shorewood Business Loan Program, please contact the Administering Agency.

Please submit the Business Loan Program application and supporting documentation to:

Shorewood Business Loan Program  
(Insert: Administering Agency)  
c/o Village of Shorewood  
3930 N. Murray Avenue  
Shorewood, WI 53211

\* \* \*

## BUSINESS LOAN PROGRAM: PROJECT DOCUMENTATION

The following supporting documentation should be submitted along with each Business Loan Program application.

1. A business plan that provides the information identified (See Attached Template #1).
2. Three years of the applicant's most recent financial statements or three years of the applicant's most recent Federal Income Tax Returns.
3. Financial projections including, at a minimum, a balance sheet at project initiation and income statements for the first three years of the project (See Attached Template #2)
4. Personal financial statements for the applicant (See Attached Template #3).
5. A statement of the anticipated community benefits to be derived from the proposed loan fund project and the reasons why the project will not take place or be financially successful without financing from the Business Incentive Loan Program.
6. A letter of commitment from the financial institution or other source(s) of debt financing that is a part of the project.
7. Cost estimates (please provide two officials competitive bids) and a binding construction schedule, with a not to exceed project completion date, for all fixed assets to be purchased or real estate improvements to be made indicating those funded by Business Loan Program monies.
8. A lease or pre-lease agreement for rental property, an offer to purchase for the acquisition of commercial real estate, or a warranty deed for existing commercial real estate.
9. Other documentation that may be required by the CDA that is deemed important relative to a determination regarding the Business Loan Program project.

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\* \* \*

**Attachment B**  
**VILLAGE OF SHOREWOOD**  
**PREFERRED/NON-PREFERRED USES**

Since 2007, the Village of Shorewood, Community Development Authority, and Business Improvement District have been actively engaged with current owners and real estate developers on the retail mix and offerings in the commercial corridors of the Village's business district. The goals for the revitalization of the business district are outlined in Shorewood's Central District Master Plan (2006 and 2014) and in the Retail Market Development Plan (2009 and updated in 2013) (the preceding documents are collectively referred to as the "Planning Documents"). The Planning Documents guide the preferred tenant categories outlined below and will serve as the standard against which requests for any non-preferred uses will be measured. The procedures set forth herein are in addition to, and do not replace, Village ordinances regulations and licensing requirements.

**Preferred Uses**

1. Restaurants including: Fine dining, casual dining, full-service, limited-service, taverns, delis and breakfast establishments, specialty establishments such as smoothie bars, yogurt shops, candy stores, coffee shops
2. Retail Establishments including: Apparel, jewelry, shoes, sporting goods, pet supplies, hardware/home Improvement, lawn and garden, art supplies/framing/galleries, furniture/home furnishings, electronics, music, craft/hobby, retail postal/packaging/printing, books/magazines/newsstands, florists, cards/gifts, toys

**Non-Preferred Uses**

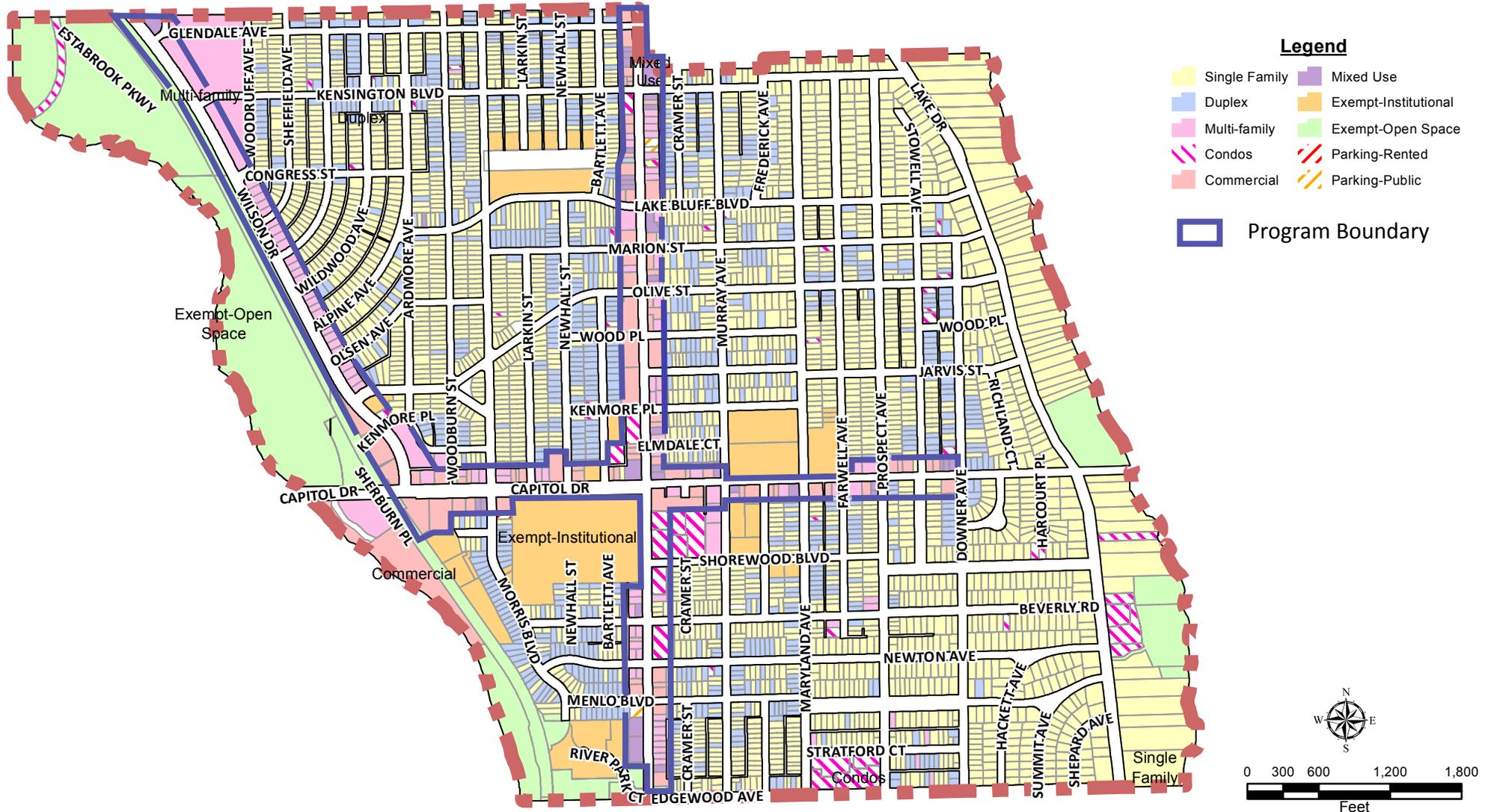
1. Service Uses including insurance, banking, financial, legal, realty, staffing, cleaners, gas stations
2. Health and Personal Care including clinics, doctor/dentist offices, massage parlors, chiropractic, funeral, vet clinics, pharmacies
3. Tattoo parlors, gun shops, smoke shops, pawn shops, check cashing stores, adult entertainment
4. Non-profit organizations/businesses
5. Any proposed use not included as a "Preferred Use"

*\*\*\*The CDA reserves the right to review the above uses annually and make changes by a majority vote of the CDA members and the Village Board.*

**Attachment C**  
**VILLAGE OF SHOREWOOD**  
**BUSINESS DISTRICT MAP**

# Village of Shorewood

## Community Development Authority Facade Improvement & Business Loan Target Area Map



**Attachment D**  
**VILLAGE OF SHOREWOOD**  
**SAMPLE FINANCIAL MANAGEMENT AGREEMENTS**

**Financing Agreements**

**Template D1 – Term Loan Agreement (Typically used for smaller loans. Wisconsin Bankers Association template).**

**Template D2 – Promissory Note**

**Template D3 – Continuing Guarantee Agreement**

**Template D4 – GBSA (may be required depending on loan request)**

**Template D5 – Real Estate Mortgage (REM) (may be required depending on loan request)**

**Template D6 – Assignment of Leases and Rents (ALR) (may be required depending on loan agreement)**

**Attachment D1**  
**VILLAGE OF SHOREWOOD**  
**Sample Term Credit Agreement**

Business  
**W.B.A. 448T (12/01) F11200**

© Wisconsin Bankers Association 2001

**TERM CREDIT AGREEMENT**  
(Business Loans)



\_\_\_\_\_, LLC  
\_\_\_\_\_  
a **Wisconsin Limited Liability Company**  
(Name of Customer)

The above named customer ("Customer", whether one or more) agrees with \_\_\_\_\_ ("Lender") as follows:

**1. Term Loan.** (Check (a) or (b); only one shall apply)

(a) **Single Note; Multiple Advances.**  If checked here, Customer requests that Lender lend to Customer from time to time such amounts as Customer may request, in accordance with this Agreement (the "Loan"), and subject to the terms of this Agreement, Lender agrees to lend such amounts up to the aggregate amount advanced of \$\_\_\_\_\_ (the "Credit Limit") in one or more advances before \_\_\_\_\_. Customer's obligation to repay the Loan shall be evidenced by a promissory note (the "Note") in substantially the form of **Exhibit A** attached to this Agreement with blanks appropriately filled in and payable to the order of Lender; provided that Customer shall only be obligated to pay amounts which Lender has advanced. Amounts advanced to Customer and repaid to Lender may not be reborrowed by Customer under this Agreement.

(b) **Multiple Notes; Multiple Advances.**  If checked here, and in consideration of extensions of credit from Lender to Customer from time to time, Lender and Customer agree that sections 4 through 19 of this Agreement shall apply to each such extension of credit unless evidenced by a document which states it is not subject to this Agreement. The term "Loan" includes all such extensions of credit. The term "Note" includes each promissory note evidencing Customer's obligation to repay an extension of Credit. This Agreement does not constitute a commitment by Lender to make such extensions of credit to Customer.

**2. Loan Procedures.** Customer may obtain advances of the Loan under this Agreement by giving Lender at least two (2) business days' prior notice of any advance requested, specifying the date and amount of the advance. Lender will make the funds available to Customer  by crediting the amount of the advance to Customer's account (Account No. \_\_\_\_\_) with Lender  by \_\_\_\_\_. Each advance which is less than the remaining amount available to Customer under this Agreement shall be in an amount of not less than   . Lender's obligation to make each advance is subject to the further condition that Lender shall have received a certificate signed by Customer, dated the date of the request for the advance and stating that the representations and warranties in section 4 are true and correct as of the date of the request and that no event of default has occurred and is continuing or would result from such advance.

**3. Conditions to Loan.** Lender's obligation to make the initial advance of the Loan is subject to the satisfaction of the following conditions:

(a) Lender shall have received the Note duly executed by Customer.

(b)  Lender shall have received the following security documents and the additional security documents described on **Exhibit B**, if any (the "Security Documents"), duly executed, all accompanied by the appropriate financing statements:-----  
-----

(c) Lender shall have received copies:

- certified by the Secretary of Customer of the articles of incorporation and bylaws of Customer, and resolutions of the Board of Directors of Customer authorizing the issuance, execution and delivery of this Agreement, the Note and the Security Documents, if any;
- certified by a general partner of Customer of the partnership agreement of Customer, and an authorization signed by all of the general partners of Customer authorizing the issuance, execution and delivery of this Agreement, the Note and the Security Documents, if any;
- certified by a member or manager of Customer, as appropriate, of the articles of organization and operating agreement of Customer, and an authorization signed by a member or manager of Customer, as appropriate, authorizing the issuance, execution and delivery of this Agreement, the Note and the Security Documents, if any;

and a certification of the names and titles of the representatives of Customer authorized to sign this Agreement, the Note and the Security Documents, if any, together with true signatures of such representatives.

(d)  Lender shall have received a statement of sole ownership executed by the sole proprietor.

(e)  Lender shall have received from counsel for Customer a favorable opinion satisfactory to Lender covering the matters described in sections 4(c) and 4(d), 4(e) or 4(f) as applicable, and 4(g) of this Agreement and such other matters as Lender may reasonably request.

(f)  Lender shall have received a guaranty of payment of the Loan duly executed by XXXXXXXXXXXXXXXXXX  
\_\_\_\_\_ on WBA form **151**.

(g) All proceedings taken by Customer in connection with the Loan, the Security Documents and other documents provided to Lender shall be satisfactory to Lender and Lender shall have received copies of all documents reasonably required by it.

(h) **See Addendum 1 attached to this Agreement.**

**4. Representations.** Customer represents and warrants to Lender that on the date of each advance of the Loan:

(a) No part of the Loan will be used for personal, family or, household purposes.

(b) Customer will not use any part of the proceeds of the Loan to purchase or carry any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System.

(c) The execution and delivery of this Agreement, the Note and the Security Documents, and the performance by Customer of its obligations under this Agreement, the Note and the Security Documents, are within its power, have been duly authorized by proper action on the part of Customer, are not in violation of any existing law, rule or regulation, any order or decision of any court, the articles of incorporation, bylaws, articles of organization, operating agreement, partnership agreement or other governing documents of Customer, as applicable, or the terms of any agreement or restriction to which Customer is a party or by which it is bound, and do not require the approval or consent of any person or entity. This Agreement, the Note and the Security Documents, when executed and delivered, will constitute the valid and binding obligations of Customer enforceable in accordance with their terms.

(d)  Customer is a corporation legally organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_ and is duly qualified to do business and is in good standing in every jurisdiction in which the nature of its business or its ownership of properties requires such qualification.

(e)  Customer is a \_\_\_\_\_ partnership legally organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_.

(f)  Customer is a limited liability company legally organized, validly existing and in good standing under the laws of the State of Wisconsin and is duly qualified to do business and is in good standing in every jurisdiction in which the nature of its business or its ownership of property requires such qualification.

(g) Customer's exact legal name is set forth following Section 19 below.

(h) If the Customer is an individual, the address of Customer's principal residence is as set forth below Section 19. If Customer is an organization that has only one place of business, the address of Customer's place of business, or if Customer has more than one place of business, then the address of Customer's chief executive office, is as set forth below Section 19.

(i) All financial statements of Customer furnished to Lender were prepared in accordance with generally accepted principles of accounting consistently applied throughout the periods involved and are correct and complete as of their dates.

(j) (i) There is no substance which has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Customer ("Property") during the period of Customer's ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (ii) Customer has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (iii) without limiting the generality of the foregoing, Customer has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Customer to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance; (v) Customer is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (vi) Customer in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Customer shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or

based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance described above on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law, or (4) breach of this representation or warranty. Customer shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

(k) There is no litigation or administrative proceeding pending or, to the knowledge of Customer, threatened against Customer which might result in any material adverse change in the business or condition of Customer.

**5. Capital Adequacy.** If Lender shall determine that any existing or future law, rule, regulation, directive, interpretation, treaty or guideline regarding capital adequacy (whether or not having the force of law) increases or would increase, from that required on the date of this Agreement, the amount of capital required or expected to be maintained by Lender, or any corporation controlling Lender, and if such increase is based upon the existence of Lender's obligations under this Agreement and other commitments of this type, then from time to time, within ten days after demand from Lender, Customer shall pay to Lender such amount or amounts as will compensate Lender for expenses or costs required to meet such increased capital requirement. For purposes of calculating the amount of compensation required, Lender, or any corporation controlling Lender, may conclusively be deemed to have maintained the minimum amount of capital required on the date of this Agreement, and may base such compensation on the assumption that Lender (or such corporation) will need to increase its capital from such minimum amount to the new required amount. The determination of any amount to be paid by Customer under this section shall take into consideration the policies of Lender, or any corporation controlling Lender, with respect to capital adequacy and shall be based upon any reasonable method of attribution. A certificate of Lender setting forth such amount or amounts as shall be necessary to compensate Lender as specified in this section shall be delivered to Customer and shall be conclusive absent manifest error.

**6. Interest Rate.** Customer agrees to pay interest to Lender on the unpaid principal balance outstanding from time to time on the Loan in accordance with the Note.

**7. Payment Schedule.** Customer agrees to pay to Lender the unpaid principal balance and interest in accordance with the Note.

**8. Covenants.** Customer shall, so long as any amounts remain unpaid:

(a) Furnish to Lender, as soon as available, such financial information respecting Customer as Lender from time to time requests, and without request furnish to Lender:

(i) Within 90 days after the end of each fiscal year of Customer a balance sheet of Customer as of the close of such fiscal year and related statements of income and retained earnings and cash flow for such year all in reasonable detail and satisfactory in scope to Lender, prepared in accordance with generally accepted principles of accounting applied on a consistent basis, certified by  an independent certified public accountant acceptable to Lender  the chief financial representative of Customer, and

(ii) Within \_\_\_\_\_ days after the end of each \_\_\_\_\_ month a balance sheet of Customer as of the end of such month and related statements of income and retained earnings and cash flow for the period from the beginning of the fiscal year to the end of such month, prepared in accordance with generally accepted principles of accounting applied on a consistent basis, certified, subject to normal year-end adjustments, by an officer or partner of Customer.

(b) Keep complete and accurate books of records and accounts and permit any representatives of Lender to examine and copy any of the books and to visit and inspect any of Customer's tangible or intangible properties as often as desired.

(c) Maintain insurance coverage in the form (together with any lender's loss payee clause requested by Lender), amounts and with companies which would be carried by prudent management in connection with similar businesses engaged in similar activities in similar geographic areas. Without limiting this section or the requirements of any Security Document, Customer will [a] keep all its physical property insured against fire and extended coverage risks in amounts and with deductibles at least equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, [b] maintain all such workers' compensation and similar insurance as may be required by law and [c] maintain, in amounts and with deductibles at least equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the properties of Customer, business interruption insurance and product liability insurance.

(d) Pay and discharge all lawful taxes, assessments and governmental charges upon Customer or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate process by Customer.

(e) Do all things necessary to maintain its existence, to preserve and keep in full force and effect its rights and franchises necessary to continue its business and comply with all applicable laws, regulations and ordinances.

(f) Timely perform and observe the following financial covenants, all calculated in accordance with generally accepted principles of accounting applied on a consistent basis:

- (i)  Maintain at all times an excess of current assets over current liabilities of not less than \$ \_\_\_\_\_.
- (ii)  Maintain at all times a tangible net worth of not less than \$ \_\_\_\_\_.
- (iii)  Not make any expenditures for fixed or capital assets which would cause the aggregate of all such expenditures to exceed \$ \_\_\_\_\_ during any fiscal year.
- (iv)  Maintain at all times a ratio of current assets to current liabilities of not less than \_\_\_\_\_ to one.
- (v)  Maintain at all times a ratio of total liabilities to tangible net worth of not greater than \_\_\_\_\_ to one.
- (vi)  \_\_\_\_\_.

(g) Not create or permit to exist any lien or encumbrance with respect to Customer's properties, except liens in favor of Lender, liens for taxes if they are being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained, liens or encumbrances permitted under any Security Document and **first priority lien on the business assets to Bank in the amount of \$ \_\_\_\_\_**  
(If left blank, no other permitted liens or encumbrances)

(h) Not take any action or permit any event to occur which materially impairs Customer's ability to make payments under this Agreement when due. Such events include without limitation, the fact that Customer, Customer's spouse or any surety for Customer's obligations under this Agreement or the Note ceases to exist, dies, changes marital status or domicile or becomes insolvent or the subject of bankruptcy or insolvency proceedings or that any guaranty of Customer's obligations under this Agreement is revoked or becomes unenforceable for any reason.

(i) Not change its type of organization or state under whose law it is organized as represented in Section 4(d), (e) or (f) and shall preserve its organizational existence and shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change its legal structure or sell all or substantially all of its assets.

(j) Not change its legal name without providing at least 30 days prior written notice of the change to Lender.

(k) Not change its address without providing at least 30 days prior written notice of the change to Lender.

(l) Timely perform all duties and responsibilities imposed on Customer under Section 4(j).

(m)  Unless otherwise consented to in writing by Lender, timely perform and observe all additional covenants described on **Exhibit C**.

**9. Security Interest.** The Note is secured by all existing and future security agreements, assignments and mortgages from Customer to Lender, from any guarantor of this Agreement or the Note to Lender, and from any other person to Lender providing collateral security for Customer's obligations, and payment of the Loan may be accelerated according to any of them. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Customer also grants to Lender a security interest and lien in any deposit account Customer may at any time have with Lender. Lender may at any time after the occurrence of an event of default set-off any amount unpaid under the Note against any deposit balances or other money now or hereafter owed to Customer by Lender.

**10. Default and Acceleration.** Upon the occurrence of any one or more of the following events of default: (a) Customer fails to pay any amount when due under this Agreement or the Note or under any other instrument evidencing any indebtedness of Customer, (b) any representation or warranty made under this Agreement or information provided by Customer in connection with this Agreement is or was false or fraudulent in any material respect, (c) a material adverse change occurs in Customer's financial condition, (d) Customer fails to timely observe or perform any of the covenants or duties contained in this Agreement or the Note, (e) any guaranty of Customer's obligations under the Note is revoked or becomes unenforceable for any reason or any such guarantor dies or ceases to exist, or (f) an event of default occurs under any Security Document or the Note; then, at Lender's option, and upon written or verbal notice to Customer, Lender's obligation to make the Loan under this Agreement shall terminate and the total unpaid balance shall become immediately due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Customer. Lender's obligation to make loans under this Agreement shall automatically terminate and the total unpaid balance shall automatically become due and payable in the event Customer becomes the subject of bankruptcy or other insolvency proceedings. Lender may waive any default without waiving any other subsequent or prior default. Customer agrees to pay Lender's costs of administration of this Agreement. Customer also agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Customer or incident to any action or proceeding involving Customer brought pursuant to the United States Bankruptcy Code).

**11. Venue.** To the extent not prohibited by law, venue for any legal proceeding relating to enforcement of this Agreement or the Note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which Customer resides, or the county in which this Agreement was executed by Customer.

**12. Indemnification.** Customer agrees to defend, indemnify and hold harmless Lender, its directors, officers, employees and agents, from and against any and all loss, cost, expense, damage or liability (including reasonable attorneys' fees) incurred in connection with any claim, counterclaim or proceeding brought as a result of, arising out of or relating to any transaction financed or to be financed, in whole or in part, directly or indirectly, with the proceeds of any Loan or the entering into and performance of this Agreement or any document or instrument relating to this Agreement by Lender or the activities of Customer. This indemnity will survive termination of this Agreement, the repayment of the Loan and the discharge and release of any Security Documents.

**13. Amendment.** No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless it is in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which given.

**14. Entire Agreement.** This Agreement, including the Exhibits attached or referring to it, the Note and the Security Documents, are intended by Customer and Lender as a final expression of their agreement and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of their agreement except as set forth in this Agreement, the Note and the Security Documents.

**15. No Waiver; Remedies.** No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**16. Notice.** Except as otherwise provided in this Agreement, all notices required or provided for under this Agreement shall be in writing and mailed, sent or delivered, if to Customer, at any Customer's last known address as shown on the records of Lender, and if to Lender, at its address shown below, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices shall be deemed duly given when delivered by hand or courier, or three business days after being deposited in the mail (including any private mail service), postage prepaid.

**17. Persons Bound.** Each of the undersigned Customers is jointly and severally liable for all Loans and other obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Lender and Customer and their respective heirs, personal representatives, successors and assigns except that Customer may not assign or transfer any of Customer's rights under this Agreement without the prior written consent of Lender.

**18. Interpretation.** The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. Invalidation of any provision of this Agreement shall not effect the validity of any other provisions of this Agreement.

**19. Other Provisions.** (If none stated, there are no other provisions.)

Dated as of \_\_\_\_\_.

\_\_\_\_\_, LLC (SEAL)

Wisconsin Limited Liability Company  
(Type of Organization)

\_\_\_\_\_  
(Name of Lender) (SEAL)

By: \_\_\_\_\_ (SEAL)

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Lender's Address)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Customer's Address)







**ADDITIONAL PROVISIONS**

**REPRESENTATIONS.** Guarantor acknowledges and agrees that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of any Debtor or guarantor. **Guarantor has independently determined the creditworthiness of Debtor and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.**

**REVOCATION.** This is a continuing guaranty and shall remain in full force and effect until Lender receives written notice of its revocation signed by Guarantor or actual notice of the death of Guarantor. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Lender shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one Guarantor shall not affect any of the liabilities or obligations of any other Guarantor and this Guaranty shall continue in full force and effect with respect to them.

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN

COUNTY OF \_\_\_\_\_ } SS.

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ (as \_\_\_\_\_  
(Name(s) of person(s) (If not signing in individual capacity, indicate type of authority: e.g., officer, trustee, etc.,

of \_\_\_\_\_ )  
and name of corporation, partnership or other party on behalf of whom guaranty was executed.)

\_\_\_\_\_  
(Notary Signature)

Notary Public, \_\_\_\_\_ County, Wis.

My Commission (Expires) (Is) \_\_\_\_\_

**Attachment D4**  
**VILLAGE OF SHOREWOOD**  
**Sample General Business Security Agreement**

BUSINESS  
W.B.A. 447 (5/01) F11159

**GENERAL BUSINESS SECURITY AGREEMENT**



©Wisconsin Bankers Association 2001

Dated \_\_\_\_\_

**1. SECURITY INTEREST**

The undersigned ("Debtor", whether one or more) grants the \_\_\_\_\_ ("Lender") a security interest in all equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable) contract rights, chattel paper, instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to and all proceeds, supporting obligations, and products of the foregoing ("Collateral"), wherever located, to secure all debts, obligations and liabilities of any Debtor to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

**2. DEBTOR'S WARRANTIES**

Debtor warrants that while any of the Obligations are unpaid:

**(a) Ownership and use.** Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender's security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods (including software used in the goods) covered by it, free from all other encumbrances and security interests, and no financing statement is on file or control agreement in existence (other than Lender's) covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral. The Collateral is used or bought for use primarily for business purposes.

**(b) Sale of goods or services rendered.** Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.

**(c) Enforceability.** Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.

**(d) Due date.** There has been no default as of this date according to the terms of any chattel paper or account constituting Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

**(e) Financial condition of account debtor.** As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.

**(f) Valid organization.** If a corporation, limited liability company or partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.

**(g) Other agreements.** Debtor is not in default under any agreement for the payment of money.

**(h) Authority to contract.** The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.

**(i) Accuracy of information.** All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.

**(j) Name and address.** Debtor's exact legal name is as set forth below Section 9. If Debtor is an individual, the address of Debtor's principal residence is as set forth below Section 9. If Debtor is an organization that has only one place of business, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is as set forth below Section 9.

**(k) Location.** The location where the Collateral will be kept, if different from that appearing below Section 9, is xxxxxxxxx, \_\_\_\_\_ Wisconsin. Such location shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

**(l) Organization.** If Debtor is an organization, the type of organization and the state under whose law it is organized are as set forth below Section 9.

**(m) Environmental laws.** (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any such substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any such substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from Property, or (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above, on, in, under or about the Property.

**(n) Fixtures.** If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in each UCC Financing Statement signed or authorized by Debtor is true and correct.

**3. SHIPPERS**

Shippers authorized to draw drafts on Lender under section 6(c) are:

**4. SALE AND COLLECTIONS**

**(a) Sale of inventory.** So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor's business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease or license inventory on terms customary in the trade.

**(b) Verification and notification.** Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors or other persons obligated on the Collateral to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors or other persons obligated on the Collateral.

Until account debtors or other persons obligated on the Collateral are so notified, Debtor as agent of Lender, shall make collections and receive payments on the Collateral.

**(c) Deposit with Lender.** At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. Except as provided in Section 4(d) below, all proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

**(d) Accounting.** If the extent to which Lender's security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred, provided, however, that Lender shall retain its security interest in all Collateral regardless of the allocation of payments.

## 5. DEBTOR'S COVENANTS

**(a) Maintenance of Collateral.** Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Lender's security interest); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods, except for sales, leases or licenses of inventory as provided in this Agreement; and not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments, chattel paper and letter of credit rights, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

**(b) Insurance.** Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to indorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default.

**(c) Maintenance of security interest.** Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement. Debtor authorizes Lender to file Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets", "all personal property" or with words of similar effect) and amendments to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will cooperate with Lender in obtaining control of Collateral or other Security for which control may be required to perfect Lender's security interest under applicable law. If the Collateral is in possession of a third party, Debtor will join with Lender at its request in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

**(d) Taxes and other charges.** Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

**(e) Records and statements.** Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral.

**(f) Inspection of Collateral.** At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records, and Debtor shall assist Lender in so doing.

**(g) Service charge.** In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement.

**(h) Chattel paper.** Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. Unless it consists of electronic chattel paper, Debtor shall promptly mark all chattel paper constituting Collateral, and all copies, to indicate conspicuously Lender's interest and, upon request, deliver them to Lender. If it consists of electronic chattel paper, Debtor shall promptly notify Lender of the existence of the electronic chattel paper and, at the request of Lender, shall take such actions as Lender may reasonably request to vest in Lender control of such electronic chattel paper under the applicable law.

**(i) United States contracts.** If any Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.

**(j) Modifications.** Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts, letter of credit rights or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base.

**(k) Returns and repossessions.** Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.

**(l) Promissory Notes, Chattel Paper and Investment Property.** If Debtor shall at any time hold or acquire Collateral consisting of promissory notes, chattel paper or certificated securities, Debtor shall endorse, assign and deliver the same to Lender accompanied by such instruments of transfer or assignment duly executed in blank as Lender may from time to time request.

**(m) Change of name, address or organization.** Debtor shall not change Debtor's legal name or address without providing at least 30 days prior written notice of the change to Lender. Debtor, if it is an organization, shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence and Debtor, whether or not an organization, shall not, in one transaction or a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets.

## 6. RIGHTS OF LENDER

**(a) Authority to perform for Debtor.** Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

**(b) Charging Debtor's credit balance.** Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Lender and other money now or hereafter owed Debtor by Lender, and agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender.

**(c) Power of attorney.** Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor (and Lender shall not be required as a condition to the exercise of this power to prove the occurrence of an event of default to the Post Office); to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; to endorse the name of Debtor upon any instruments which may come into Lender's possession and to sign and make draws under any letter of credit constituting Collateral on Debtor's behalf. Debtor agrees that Obligations may be created by drafts drawn on Lender by shippers of inventory named in section 3. Debtor authorizes Lender to honor any such draft accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Lender and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act

or omission or for any error of judgment or mistake of fact or law.

**(d) Non-liability of Lender.** Lender has no duty to determine the validity of any invoice, the authority of any shipper named in section 3 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

**7. DEFAULT**

Upon the occurrence of one or more of the following events of default:

**(a) Nonperformance.** Debtor fails to pay when due any of the Obligations or to perform, or rectify breach of, any warranty or covenant or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Obligations, or an event of default occurs under any evidence of or document relating to any other obligation secured by the Collateral;

**(b) Inability to Perform.** Debtor, Debtor's spouse or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;

**(c) Misrepresentation.** Any representation made to induce Lender to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or

**(d) Insecurity.** Any other event which causes Lender in good faith to deem itself insecure; all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to any Obligation. With respect to such rights and remedies:

**(e) Repossession.** Lender may take possession of Collateral without notice or hearing, which Debtor waives;

**(f) Assembling collateral.** Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;

**(g) Notice of disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

**(h) Expenses and application of proceeds.** Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses of taking possession, holding, preparing for disposition and disposing of Collateral (provided, however, Lender has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Lender shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement; and

**(i) Waiver.** Lender may permit Debtor to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Debtor.

**8. INTERPRETATION**

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time, provided, however, that the term "instrument" shall be such term as defined in the Wisconsin Uniform Commercial Code-Secured Transactions Chapter 409. All references in the Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Agreement shall not affect the validity of any other provision. This Agreement is intended by Debtor and Lender as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

**9. PERSONS BOUND AND OTHER PROVISIONS**

The obligations hereunder of all Debtors are joint and several. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement.  If checked here, this Agreement amends and replaces in their entirety the provisions of all existing General Business Security Agreements between Debtor and Lender, provided, however that all security interests granted to Lender under those existing agreements shall remain in full force and effect, subject to the provisions of this Agreement.

Address: \_\_\_\_\_ WI  
SEE SECTIONS 2(j) AND (k)

\_\_\_\_\_  
XXXXXX (SEAL)

\_\_\_\_\_  
WISCONSIN  
STATE OF ORGANIZATION

\_\_\_\_\_  
XXXXXX  
TYPE OF ORGANIZATION

By: \_\_\_\_\_ (SEAL)  
Typed Name:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Address: \_\_\_\_\_  
SEE SECTIONS 2(j) AND (k)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
STATE OF ORGANIZATION

\_\_\_\_\_  
TYPE OF ORGANIZATION

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

**Attachment D5**  
**VILLAGE OF SHOREWOOD**  
**Sample Real Estate Mortgage (REM)**

W.B.A. 428 (3/02) F11142



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DOCUMENT NO. \_\_\_\_\_

**REAL ESTATE MORTGAGE**  
**(For Consumer or Business Mortgage Transactions)**

\_\_\_\_\_ ("Mortgagor",  
whether one or more) mortgages, conveys, assigns, grants a security interest in and warrants  
to \_\_\_\_\_ ("Lender")  
in consideration of the sum of \_\_\_\_\_  
\*\*\*\*\*  
\*\*\*\*\* Dollars  
(\$ \_\_\_\_\_), loaned or to be loaned to \_\_\_\_\_  
\_\_\_\_\_ ("Borrower," whether one or more),  
evidenced by Borrower's note dated \_\_\_\_\_

the real estate described below, together with all privileges, hereditaments, easements and  
appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a  
result of the exercise of the right of eminent domain, and all existing and future improvements  
and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on  
the reverse side, including but not limited to repayment of the sum stated above plus certain  
future advances made by Lender.

**1. Description of Property.** (This Property \_\_\_\_\_ the homestead of Mortgagor.  
(is) (is not)

See attached for a description of the real estate.

- If checked here, description continues or appears on attached sheet.
- If checked here, this Mortgage is a construction mortgage.
- If checked here, Condominium Rider is attached.

**2. Title.** Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and \_\_\_\_\_

**3. Escrow.** Interest \_\_\_\_\_ be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.  
(will) (will not)

**4. Additional Provisions.** Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein.  
The undersigned acknowledges receipt of an exact copy of this Mortgage.

**NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN  
CONSUMER ACT**

(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.

Signed and Sealed \_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
a \_\_\_\_\_  
(Type of Organization)

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

AUTHENTICATION OR ACKNOWLEDGEMENT

STATE OF WISCONSIN

}

Recording Area  
Name and Return Address

Parcel Identifier No. \_\_\_\_\_

SS.

Signatures of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Authenticated this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
\* \_\_\_\_\_  
Title: Member State Bar of Wisconsin or \_\_\_\_\_  
Authorized under §706.06, Wis. Stats.  
This instrument was drafted by \_\_\_\_\_  
\_\_\_\_\_

County of \_\_\_\_\_  
This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_  
\_\_\_\_\_  
(Name(s) of person(s))  
as \_\_\_\_\_  
(Type of authority; e.g., officer, trustee, etc., if any)  
of \_\_\_\_\_  
(Name of party on behalf of whom instrument was executed, if any)  
\* \_\_\_\_\_  
Notary Public, Wisconsin  
My Commission (Expires) (Is) \_\_\_\_\_

#### ADDITIONAL PROVISIONS

**5. Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the promissory notes or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications signed by any Borrower of such promissory notes or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (i) any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purposes and agreed in documents evidencing the transaction to be secured by this Mortgage, and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage and the Loan Agreement. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

**6. Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

**7. Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage, and loss payee clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of the Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with Section 10.

#### 8. Mortgagor's Covenants. Mortgagor covenants:

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property. (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Ordinances.** To comply With all laws, ordinances and regulations affecting the Property; and
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement identified on the reverse side.

**9. Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

**10. Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and Opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

**11. Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's

covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by 425.105, Wis. Stats., or the document evidencing the Obligation and, in that event, the Obligation will become payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

**12. Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

**13. Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

**14. Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring that constructive possession of the Property is in Lender, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

**15. Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

**16. Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of 846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of 846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**17. Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

**18. Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

**19. Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

**20. Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

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**Attachment D6**  
**VILLAGE OF SHOREWOOD**  
**Sample Assignment of Leases and Rents (ALR)**

W.B.A. 428 ALR (1/05) 11217

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DOCUMENT NO.

**ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT, made this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_  
\_\_\_\_\_ a \_\_\_\_\_  
Wisconsin  
whose address is \_\_\_\_\_  
(the "Assignor"), to the \_\_\_\_\_  
whose address is \_\_\_\_\_  
(the "Assignee"), in consideration of an extension of credit to \_\_\_\_\_  
whose address is \_\_\_\_\_  
(the Borrower).

Recording Area  
Name and Return Address  
Mr. John Meland  
c/o SEWRPC  
Post Office Box 1607  
Waukesha, WI 53187

Parcel Identifier Number

FOR VALUE RECEIVED, the Assignor conveys, transfers and assigns to the Assignee the leases set forth in Exhibit "A" attached which lease part of the real estate described in Exhibit "A" attached ("Premises"), together with any and all other leases of space, whether oral or written, of the Premises now or hereafter entered into by the Assignor (the "Leases"), together with any and all extensions and renewals of the Leases, together with any guarantees of the tenants' obligations under the Leases, together with the use and possession of and the right to rent and/or lease any or all furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind now or hereafter available for use by tenants and/or operation of the Premises, together with the immediate and continuing right to collect and receive all rents, income, proceeds, payments and profits arising out of the Leases or out of the Premises ("Rents"), together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived under the Leases including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance, claims for damages resulting from default under the Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of the Leases or the waiver of any obligation or term prior to the expiration date and the return of any insurance premiums and/or ad valorem tax payments made in advance and subsequently refunded, to secure the following ("Secured Debt"):

- a. Payment of Borrower's note(s) or agreements dated the same date as this assignment and payable to the Assignee, including all extensions, renewals and modifications (all called the "Note"), which Note is secured by a mortgage on the Premises from the Assignor to the Assignee dated the same date as this assignment ("Mortgage").
- b. All additional sums which are in the future loaned by Assignee to Assignor, to Assignor and another or to another guaranteed or endorsed by Assignor which are secured by the Mortgage.
- c. Payment of all other sums with interest becoming due and payable to the Assignee under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.
- d. Performance and discharge of the obligations, covenants and agreements of the Assignor under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

THE UNDERSIGNED ASSIGNOR AGREES TO THE TERMS OF THIS ASSIGNMENT AND TO THE ADDITIONAL PROVISIONS ON PAGES 2 AND 3 WHICH ARE INCORPORATED HEREIN.

\_\_\_\_\_ (SEAL)

Wisconsin  
(Type of Organization)

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

}

Signatures of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

by \_\_\_\_\_

\* \_\_\_\_\_  
Title: Member State Bar of Wisconsin or \_\_\_\_\_  
authorized under §706.06, Wis. Stats.

This instrument was drafted by \_\_\_\_\_  
\_\_\_\_\_

\*Type or print name signed above.

**STATE OF WISCONSIN**

**SS.**

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

(Name(s) of person(s))

as \_\_\_\_\_

(Type of authority, e.g., officer, trustee, etc., if any)

of \_\_\_\_\_

(Name of party on whose behalf instrument was executed, if any)

\* \_\_\_\_\_

Notary Public, Wisconsin  
My Commission (Expires) (Is) \_\_\_\_\_

**ADDITIONAL PROVISIONS**

The Assignor agrees, assigns and covenants as follows:

**1. Performance of Leases.** To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by the lessor; to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases to be performed by the tenants; not to modify, extend, renew, terminate, accept a surrender of, or in any way alter the terms of the Leases nor borrow against, pledge, or assign any rentals due under the Leases, nor consent to a subordination or assignment of the interest of the tenants under the Leases to any party other than Assignee, nor collect prepayment of the rents under the Leases for more than one (1) month in advance or reduce the amount of the rents and other payments under the Leases, nor enter into any additional leases of all or any part of the Premises without the prior written consent of the Assignee.

**2. Protect Security.** At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor under the Leases, and to pay all costs and expenses of the Assignee, including reasonable attorneys' fees, in any such action or proceeding in which the Assignee in its sole discretion must appear.

**3. Representations.** With reference to the Leases described in Exhibit "A," the Assignor represents and warrants that: (a) it is the owner of the Leases with full right and title to assign the Leases and the Rents payable under the Leases; (b) the Leases are valid, in full force and effect and have not been modified or amended; (c) there are no outstanding assignments or pledges of the Leases or the Rents payable under the Leases; (d) there are no existing defaults under the Leases on the part of any party; (e) no Rents have been waived, or prepaid, discounted, compromised or released; and (f) the tenants have no defenses, set-offs, or counterclaims against the Assignor.

**4. Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment and not merely a security interest, and the Assignor understands and agrees that it establishes a present and complete transfer of the Leases, Rents and all other items subject to this Assignment. However, the Assignor shall have the license to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until a default shall occur under the Mortgage or any other document evidencing the Secured Debt. The Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of the Assignee.

**5. Assignee's Right to Perform Under Leases.** Should the Assignor fail to perform, comply with or discharge any obligations

of Assignor under the Leases or should the Assignee become aware of or be notified by any tenant under the Leases of a failure on the part of the Assignor to perform, comply with or discharge its obligations under the Leases, Assignee may, but shall not be obligated to, and without further demand upon the Assignor, and without waiving or releasing the Assignor from any of its obligations under this Assignment, remedy such failure, and the Assignor agrees to repay Assignee upon demand all sums incurred by the Assignee in remedying any such failure together with interest at the rate then in effect under the terms of the Note. All such sums, together with interest shall become additional Secured Debt, but no such advance shall relieve the Assignor from any default under this Assignment.

**6. Remedies.** Upon or at any time after default in the payment of any Secured Debt or in the performance of any obligation, covenant or agreement in this Assignment or in the Note or Mortgage or any other instrument constituting security for the Note, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Secured Debt or in the Note, Mortgage or any other instrument constituting security for the Note, the license granted Assignor to collect the Rents shall automatically and immediately terminate and the Assignor shall hold all Rents paid to the Assignor thereafter in trust for the use and benefit of the Assignee, and the Assignee may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all the Rents payable under the Leases, enforce the payment of Rents and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee under this Assignment, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; the Assignee may cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts that the Assignee deems proper to protect its security with or without taking possession of the Premises; and the Assignee may apply the Rents to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the expenses of any agent appointed by the Assignee, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the lessor's obligations under the Leases and to any Secured Debt all in such order as the Assignee may determine. Any entering upon and taking possession of the Premises, any collection of Rents, and any application of Rents as allowed by this Assignment shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to such notice, nor in any way operate to prevent the Assignee from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Assignment, the Mortgage, the Note, or any other instrument securing the Note.

**7. No Liability for the Assignee.** The Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect the Rents and the Assignee shall be required to account only for such monies as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignee's security and the Assignor agrees that nothing in this Assignment and no actions taken by the Assignee under this Assignment, including, but not limited to, the Assignee's approval or rejection of any leases for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor for the Secured Debt. The Assignor waives any defense or claim that may now exist or hereafter arise by reason of any action taken by the Assignee under this Assignment.

**8. Assignor to Hold Assignee Harmless.** The Assignor shall indemnify and hold the Assignee harmless from and against any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, shall be added to the Secured Debt and the Assignor shall reimburse the Assignee for such amount immediately upon demand, and the failure of the Assignor to do so shall constitute a default under this Assignment and a default under the Mortgage.

**9. Security Deposits.** The Assignor agrees on demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without accrual of interest and shall become the property of the Assignee upon a default under this Assignment or the Mortgage, to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the tenants for such security deposit.

**10. Authorization to Tenants.** The tenants under the Leases are irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed under this Assignment without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default under the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor irrevocably directs and authorizes the tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred under this Assignment, the Note, or the Mortgage, or that the Assignee is entitled to exercise its right under this Assignment, and to the extent such sums are paid to the Assignee or receiver, the Assignor agrees that the tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release of the obligation of any such tenants or occupants of the Premises. Checks for all or any part of the rentals collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.

**11. Satisfaction.** Upon the payment in full of all Secured Debt as evidenced by a recorded satisfaction of the Mortgage executed by the Assignee or its assigns, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.

**12. Assignee Creditor of the Tenants.** At any time after default in the payment of any Secured Debt or in the performance of an obligation, covenant, or agreement in this Assignment, the Note or the Mortgage, the Assignor agrees that the Assignee, and not the Assignor, shall be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the Assignee to apply any money received by the Assignee as such creditor in reduction of the Secured Debt.

**13. Assignee Attorney-In-Fact.** The Assignor irrevocably appoints the Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, after an event of default as defined in the Note or the Mortgage, to exercise any rights or remedies under this Assignment and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

**14. Subsequent Leases.** Until the Secured Debt has been paid in full, the Assignor will deliver to the Assignee executed copies of all Leases affecting any part of the Premises and agrees to make, execute and deliver to the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents to the Assignee or that the Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment. From time to time on request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may reasonably request.

**15. General Assignment of Leases and Rents.** The rights and remedies contained in this Assignment are in addition to and shall be cumulative with the rights and remedies given and created in the Mortgage, assigning generally all rents and profits of the Premises, and shall in no way limit the rights and remedies created under the Mortgage.

**16. No Mortgagee in Possession.** Nothing in this Assignment and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."

**17. Continuing Rights.** The rights and powers of the Assignee or any receiver under this Assignment shall continue and remain in full force and effect until all Secured Debt, including any deficiency remaining from a foreclosure sale, is paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee is the purchaser at the foreclosure sale, after a foreclosure sale and expiration of any redemption rights.

**18. Successors and Assigns.** This Assignment and the covenants, agreements and provisions in this Assignment shall be binding upon the Assignor and its successors and assigns including without limitation each and every record owner of the Premises or any other person having an interest in the Premises and shall inure to the benefit of the Assignee and its successor and assigns. As used in this Assignment the words "successors and assigns" shall also mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

**19. Governing Law.** This Assignment is governed by the internal laws of the State of Wisconsin.

**20. Validity Clause.** The intent of this Assignment is to confer to the Assignee the rights and benefits under this Assignment to the full extent allowable by law. The unenforceability or invalidity of any provision in this Assignment shall not render any other provision or provisions in this Assignment unenforceable or invalid. Any provisions found to be unenforceable shall be severed from this Assignment.

**21. Costs of Enforcement.** The Assignor agrees that if, and as often as, this Assignment is placed in the hands of attorneys to defend or enforce any of the Assignee's rights under this Assignment, the Assignor will pay to the Assignee its reasonable costs and other expenses incurred in connection with such enforcement before and after judgment, including without limitation, reasonable attorneys' fees.

## Template #1

### VILLAGE OF SHOREWOOD

### Sample Business Plan Information

#### Business Plan and Financial Templates

You will need a complete business plan drafted for your application to the program. We would like to offer the following business planning templates for your use in guiding you through the key steps of creating a thorough and successful business plan.

Two websites offer a helpful online questionnaire that will fill in a business plan as you go through the online interview. Choose the one that best suits your type of business.

- 1) LawDepot.com offers a simple, [online questionnaire](#) to get you started on writing your business plan.
- 2) The Small Business Administration offers a more detailed and thorough [online questionnaire](#) as well.

We've put together spreadsheet templates (Microsoft Excel) to help you get your business plan financial section completed. They include (*final offering of templates may not include all four*):

- 1) Balance Sheet/Income Statement (existing businesses)
- 2) 3 year Cash Flow Projections (new and existing businesses)
- 3) Personal Financial Statement (all owners of new and existing businesses)

Other helpful tools for starting or relocating your business in Shorewood:

[Milwaukee County Revolving Loan Fund](#)

[Wisconsin Women's Business Imitative Corporation](#)

[Small Business Administration \(Federal\)](#)

**Template #2**

**VILLAGE OF SHOREWOOD**

**Sample Financial Projections**

**SEE ATTACHED EXCEL SPREADSHEET**

YOUR COMPANY NAME Inc.  
3-YEAR CASH FLOW PROJECTION

PLEASE NOTE that many of the fields in this spreadsheet automatically calculate totals etc. Note which ones are for you to enter your numbers (blue type fields) and those which are automatically calculating (usually has a formula in the field, so do not overwrite the formula or the totals won't be correct).

	Month-1 Jul-02	Month-2 Aug-02	Month-3 Sep-02	Month-4 Oct-02	Month-5 Nov-02	Month-6 Dec-02	Month-7 Jan-03	Month-8 Feb-03	Month-9 Mar-03	Month-10 Apr-03	Month-11 May-03	Month-12 Jun-03	Total Year-1
Opening Cash Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>CASH IN</b>													
Cash From Sales	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash From Out-Licensing of Intellectual Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loans or Other Financial Vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Rebates (eg SR&ED)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Collected from Sales	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equity Investments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest From Bank	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL CASH IN</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>									
<b>CASH OUT</b>													
Cost of Sale (COS)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Staff Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>									
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Salaries: NAME OR TITLE OF PERSON	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Benefits: All salaries + 20%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Source Deductions: All salaries + 7%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Marketing Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>									
Website Creation and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Website and Email Hosting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Market Research	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Media Relations and PR (include writing)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing Collateral (include writing)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tradeshows and Conference Attendance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tradeshows Displays	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Language Versioning of Website/eCollateral	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscriptions to Publications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other/miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Facilities</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>									
Office: Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office: Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office: Furniture and Fittings (cap)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office: Buildout (cap)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Cleaning and Waste Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Manufacturing Plant or Workshop: Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Manufacturing Plant or Workshop: Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Manufacturing Plant or Workshop: Furniture and Fittings (cap)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Manufacturing Plant or Workshop: Buildout (cap)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Manufacturing Plant or Workshop: Cleaning and Waste Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>IT/IS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>									
Telephones	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Integrated Communications System (voice/data)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Workstations, Printers and Peripherals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Network supplies (LAN)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mobile phones and PDAs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Internal Project Resources</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>									
Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Contract Resources</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>									
Subcontractor 2: NAME SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subcontractor 1: NAME SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facilities and Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Template 2 - 3-Year Cash Flow Projections

Technical Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Financial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loan Payments (P+)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Incidental Loan Repayments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Short-Term Debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aged Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R&D Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
In-Licensing of Intellectual Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscriptions and Technical Research	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Selling Expenses (eg Commissions)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal -- General	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal -- Patents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bookeeping	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advisor Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Banking Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bank Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Charges and Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest on Line of Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Income Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Membership Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Couriers, Mail and Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL CASH DISBURSEMENT</b>	<b>\$0</b>													
Net Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Closing Cash Balance (Cumulative)</b>	<b>\$0</b>													

**Template #3**

**VILLAGE OF SHOREWOOD**

**Sample Personal Financial Statements**

**SEE ATTACHED EXCEL SPREADSHEET**

## Personal Financial Statement of:

Enter your name here

As of mm/dd/yyyy

<u>Assets</u>	<u>Amount in Dollars</u>
Cash - checking accounts	\$ -
Cash - savings accounts	-
Certificates of deposit	-
Securities - stocks / bonds / mutual funds	-
Notes & contracts receivable	-
Life insurance (cash surrender value)	-
Personal property (autos, jewelry, etc.)	-
Retirement Funds (eg. IRAs, 401k)	-
Real estate (market value)	-
Other assets (specify)	-
Other assets (specify)	-
<b>Total Assets</b>	<b>\$ -</b>
<u>Liabilities</u>	<u>Amount in Dollars</u>
Current Debt (Credit cards, Accounts)	\$ -
Notes payable (describe below)	-
Taxes payable	-
Real estate mortgages (describe)	-
Other liabilities (specify)	-
Other liabilities (specify)	-
<b>Total Liabilities</b>	<b>\$ -</b>
<b>Net Worth</b>	<b>\$ -</b>

### Notes on Preparation

***You may want to print this information to use as reference later. To delete these instructions, click the border of this text box and then press the DELETE key.***

Many financial institutions will require information about your personal financial data. This spreadsheet will help you prepare a personal financial statement.

Your personal financial statement should show only your personally held assets and liabilities (debts) outside the business. Do not include any business assets or liabilities.

Page 2 of the spreadsheet allows you to give the details behind the numbers on the balance sheet.

If you present this financial statement to a potential lender or investor, be sure to sign and date it in the space provided. The signature is your pledge that the statement is complete and accurate to the best of your knowledge.

Step 1: Prepare a list of all assets owned whether they are paid for or not. Enter the amount you would receive by selling the asset for cash.

Step 2: Prepare a list of liabilities (money you owe).

Step 3: Net worth = Total Assets - Total Liabilities

Signature:

Date:

**Personal Finance Statement of:**

Enter your name here

As of mm/dd/yyyy

**Details**

**1. ASSETS - Details**

**Notes and Contracts held**

From Whom Owing	Balance Owing	Original Amount	Original Date	Monthly Payment	Maturity Date	History / Purpose
	\$ -	\$ -		\$ -		

**Securities: stocks / bonds / mutual funds**

Name of Security	Number of Shares	Cost	Market Value	Date of Acquisition
		\$ -	\$ -	

**Stock in Privately Held Companies**

Company Name	No. of shares	\$ Invested	Est. Market Value
		\$ -	\$ -

**Real Estate**

Description / Location	Market Value	Amount Owing	Original Cost	Purchase Date
	\$ -	\$ -	\$ -	

**2. LIABILITIES - Details**

**Credit Card & Charge Card Debt**

Name of Card / Creditor	Amount Due
	\$ -

**Notes Payable (excluding monthly bills)**

Name of Creditor	Amount Owing	Original Amount	Monthly Payment	Interest Rate	Secured by (Leine)
	\$ -	\$ -	\$ -		

**Mortgage / Real Estate Loans Payable**

Name of Creditor	Amount Owing	Original Amount	Monthly Payment	Interest Rate	Secured by (Leine)
	\$ -	\$ -	\$ -		

based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance described above on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law, or (4) breach of this representation or warranty. Customer shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

(k) There is no litigation or administrative proceeding pending or, to the knowledge of Customer, threatened against Customer which might result in any material adverse change in the business or condition of Customer.

**5. Capital Adequacy.** If Lender shall determine that any existing or future law, rule, regulation, directive, interpretation, treaty or guideline regarding capital adequacy (whether or not having the force of law) increases or would increase, from that required on the date of this Agreement, the amount of capital required or expected to be maintained by Lender, or any corporation controlling Lender, and if such increase is based upon the existence of Lender's obligations under this Agreement and other commitments of this type, then from time to time, within ten days after demand from Lender, Customer shall pay to Lender such amount or amounts as will compensate Lender for expenses or costs required to meet such increased capital requirement. For purposes of calculating the amount of compensation required, Lender, or any corporation controlling Lender, may conclusively be deemed to have maintained the minimum amount of capital required on the date of this Agreement, and may base such compensation on the assumption that Lender (or such corporation) will need to increase its capital from such minimum amount to the new required amount. The determination of any amount to be paid by Customer under this section shall take into consideration the policies of Lender, or any corporation controlling Lender, with respect to capital adequacy and shall be based upon any reasonable method of attribution. A certificate of Lender setting forth such amount or amounts as shall be necessary to compensate Lender as specified in this section shall be delivered to Customer and shall be conclusive absent manifest error.

**6. Interest Rate.** Customer agrees to pay interest to Lender on the unpaid principal balance outstanding from time to time on the Loan in accordance with the Note.

**7. Payment Schedule.** Customer agrees to pay to Lender the unpaid principal balance and interest in accordance with the Note.

**8. Covenants.** Customer shall, so long as any amounts remain unpaid:

(a) Furnish to Lender, as soon as available, such financial information respecting Customer as Lender from time to time requests, and without request furnish to Lender:

(i) Within 90 days after the end of each fiscal year of Customer a balance sheet of Customer as of the close of such fiscal year and related statements of income and retained earnings and cash flow for such year all in reasonable detail and satisfactory in scope to Lender, prepared in accordance with generally accepted principles of accounting applied on a consistent basis, certified by  an independent certified public accountant acceptable to Lender  the chief financial representative of Customer, and

(ii) Within \_\_\_\_\_ days after the end of each \_\_\_\_\_ month a balance sheet of Customer as of the end of such month and related statements of income and retained earnings and cash flow for the period from the beginning of the fiscal year to the end of such month, prepared in accordance with generally accepted principles of accounting applied on a consistent basis, certified, subject to normal year-end adjustments, by an officer or partner of Customer.

(b) Keep complete and accurate books of records and accounts and permit any representatives of Lender to examine and copy any of the books and to visit and inspect any of Customer's tangible or intangible properties as often as desired.

(c) Maintain insurance coverage in the form (together with any lender's loss payee clause requested by Lender), amounts and with companies which would be carried by prudent management in connection with similar businesses engaged in similar activities in similar geographic areas. Without limiting this section or the requirements of any Security Document, Customer will [a] keep all its physical property insured against fire and extended coverage risks in amounts and with deductibles at least equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, [b] maintain all such workers' compensation and similar insurance as may be required by law and [c] maintain, in amounts and with deductibles at least equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the properties of Customer, business interruption insurance and product liability insurance.

(d) Pay and discharge all lawful taxes, assessments and governmental charges upon Customer or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate process by Customer.

(e) Do all things necessary to maintain its existence, to preserve and keep in full force and effect its rights and franchises necessary to continue its business and comply with all applicable laws, regulations and ordinances.

(f) Timely perform and observe the following financial covenants, all calculated in accordance with generally accepted principles of accounting applied on a consistent basis:

- (i)  Maintain at all times an excess of current assets over current liabilities of not less than \$\_\_\_\_\_.
- (ii)  Maintain at all times a tangible net worth of not less than \$\_\_\_\_\_.
- (iii)  Not make any expenditures for fixed or capital assets which would cause the aggregate of all such expenditures to exceed \$\_\_\_\_\_ during any fiscal year.
- (iv)  Maintain at all times a ratio of current assets to current liabilities of not less than \_\_\_\_\_ to one.
- (v)  Maintain at all times a ratio of total liabilities to tangible net worth of not greater than \_\_\_\_\_ to one.
- (vi)  \_\_\_\_\_.

(g) Not create or permit to exist any lien or encumbrance with respect to Customer's properties, except liens in favor of Lender, liens for taxes if they are being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained, liens or encumbrances permitted under any Security Document and **first priority lien on the business assets to Bank in the amount of \$** \_\_\_\_\_  
(If left blank, no other permitted liens or encumbrances)

(h) Not take any action or permit any event to occur which materially impairs Customer's ability to make payments under this Agreement when due. Such events include without limitation, the fact that Customer, Customer's spouse or any surety for Customer's obligations under this Agreement or the Note ceases to exist, dies, changes marital status or domicile or becomes insolvent or the subject of bankruptcy or insolvency proceedings or that any guaranty of Customer's obligations under this Agreement is revoked or becomes unenforceable for any reason.

(i) Not change its type of organization or state under whose law it is organized as represented in Section 4(d), (e) or (f) and shall preserve its organizational existence and shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change its legal structure or sell all or substantially all of its assets.

(j) Not change its legal name without providing at least 30 days prior written notice of the change to Lender.

(k) Not change its address without providing at least 30 days prior written notice of the change to Lender.

(l) Timely perform all duties and responsibilities imposed on Customer under Section 4(j).

(m)  Unless otherwise consented to in writing by Lender, timely perform and observe all additional covenants described on **Exhibit C**.

**9. Security Interest.** The Note is secured by all existing and future security agreements, assignments and mortgages from Customer to Lender, from any guarantor of this Agreement or the Note to Lender, and from any other person to Lender providing collateral security for Customer's obligations, and payment of the Loan may be accelerated according to any of them. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Customer also grants to Lender a security interest and lien in any deposit account Customer may at any time have with Lender. Lender may at any time after the occurrence of an event of default set-off any amount unpaid under the Note against any deposit balances or other money now or hereafter owed to Customer by Lender.

**10. Default and Acceleration.** Upon the occurrence of any one or more of the following events of default: (a) Customer fails to pay any amount when due under this Agreement or the Note or under any other instrument evidencing any indebtedness of Customer, (b) any representation or warranty made under this Agreement or information provided by Customer in connection with this Agreement is or was false or fraudulent in any material respect, (c) a material adverse change occurs in Customer's financial condition, (d) Customer fails to timely observe or perform any of the covenants or duties contained in this Agreement or the Note, (e) any guaranty of Customer's obligations under the Note is revoked or becomes unenforceable for any reason or any such guarantor dies or ceases to exist, or (f) an event of default occurs under any Security Document or the Note; then, at Lender's option, and upon written or verbal notice to Customer, Lender's obligation to make the Loan under this Agreement shall terminate and the total unpaid balance shall become immediately due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Customer. Lender's obligation to make loans under this Agreement shall automatically terminate and the total unpaid balance shall automatically become due and payable in the event Customer becomes the subject of bankruptcy or other insolvency proceedings. Lender may waive any default without waiving any other subsequent or prior default. Customer agrees to pay Lender's costs of administration of this Agreement. Customer also agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Customer or incident to any action or proceeding involving Customer brought pursuant to the United States Bankruptcy Code).

**11. Venue.** To the extent not prohibited by law, venue for any legal proceeding relating to enforcement of this Agreement or the Note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which Customer resides, or the county in which this Agreement was executed by Customer.

**12. Indemnification.** Customer agrees to defend, indemnify and hold harmless Lender, its directors, officers, employees and agents, from and against any and all loss, cost, expense, damage or liability (including reasonable attorneys' fees) incurred in connection with any claim, counterclaim or proceeding brought as a result of, arising out of or relating to any transaction financed or to be financed, in whole or in part, directly or indirectly, with the proceeds of any Loan or the entering into and performance of this Agreement or any document or instrument relating to this Agreement by Lender or the activities of Customer. This indemnity will survive termination of this Agreement, the repayment of the Loan and the discharge and release of any Security Documents.

**13. Amendment.** No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless it is in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which given.

**14. Entire Agreement.** This Agreement, including the Exhibits attached or referring to it, the Note and the Security Documents, are intended by Customer and Lender as a final expression of their agreement and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of their agreement except as set forth in this Agreement, the Note and the Security Documents.

**15. No Waiver; Remedies.** No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**16. Notice.** Except as otherwise provided in this Agreement, all notices required or provided for under this Agreement shall be in writing and mailed, sent or delivered, if to Customer, at any Customer's last known address as shown on the records of Lender, and if to Lender, at its address shown below, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices shall be deemed duly given when delivered by hand or courier, or three business days after being deposited in the mail (including any private mail service), postage prepaid.

**17. Persons Bound.** Each of the undersigned Customers is jointly and severally liable for all Loans and other obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Lender and Customer and their respective heirs, personal representatives, successors and assigns except that Customer may not assign or transfer any of Customer's rights under this Agreement without the prior written consent of Lender.

**18. Interpretation.** The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. Invalidation of any provision of this Agreement shall not effect the validity of any other provisions of this Agreement.

**19. Other Provisions.** (If none stated, there are no other provisions.)

Dated as of \_\_\_\_\_.

\_\_\_\_\_, LLC (SEAL)

Wisconsin Limited Liability Company  
(Type of Organization)

\_\_\_\_\_  
(Name of Lender) (SEAL)

By: \_\_\_\_\_ (SEAL)

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Lender's Address)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Customer's Address)





**Attachment D3**  
**VILLAGE OF SHOREWOOD**  
**Sample Continuing Guaranty**

**W.B.A. 151 (6/02) F11042**

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**CONTINUING GUARANTY (Unlimited)**  
(For Consumer or Business Transactions)

Dated \_\_\_\_\_

**GUARANTY.** For value received, and to induce the \_\_\_\_\_ of \_\_\_\_\_ ("Lender"), to extend credit or to grant or continue other credit accommodations to \_\_\_\_\_ ("Debtor"),

the undersigned ("Guarantor," whether one or more) jointly and severally guarantees payment of the Obligations defined below when due or, to the extent not prohibited by law, at the time any Debtor becomes the subject of bankruptcy or other insolvency proceedings. "Obligations" means all loans, drafts, overdrafts, checks, notes, and all other debts, obligations and liabilities of every kind and description, whether of the same or a different nature, arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or endorsed by any Debtor. Obligations include interest and charges and the amount of payments made to Lender or another by or on behalf of any Debtor which are recovered from Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and to the extent not prohibited by law, all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred in successful defense or settlement of any counterclaim brought by Debtor or Guarantor or incident to any action or proceeding involving Debtor or Guarantor brought pursuant to the United States Bankruptcy Code. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Guarantor grants to Lender a security interest and lien in any deposit account Guarantor may at any time have with Lender. **Lender may, at any time after the occurrence of an event of default and notice and opportunity to cure, if required by §425.105, Wis. Stats., set-off any amount unpaid on the Obligations against any deposit balances Guarantor may at any time have with Lender, or other money now or hereafter owed Guarantor by Lender.** This Guaranty is also secured (to the extent not prohibited by law) by all existing and future security agreements between Lender and Guarantor and by any mortgage stating it secures guaranties of Guarantor. This Guaranty is valid and enforceable against Guarantor even though any Obligation is invalid or unenforceable against any Debtor.

**WAIVER.** To the extent not prohibited by applicable law, including, without limitation, the Wisconsin Consumer Act, if applicable, Guarantor expressly waives (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Debtor or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Lender regarding the financial condition of any Debtor or guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable surety defenses. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which Guarantor may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against any Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Lender are subject to any right of recovery.

**CONSENT.** To the extent not prohibited by applicable law including, without limitation, the Wisconsin Consumer Act, with respect to any of the Obligations, Lender may from time to time before or after revocation of this Guaranty without notice to Guarantor and without affecting the liability of Guarantor (a) surrender, release, impair, sell or otherwise dispose of any security or collateral for the Obligations, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against any Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest or the amount of the Obligations, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, which settlement or compromise shall not affect the Guarantor's liability for the full amount of the unpaid Obligations. Guarantor expressly consents to and waives notice of all of the above. To the extent not prohibited by law, Guarantor consents that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which any Guarantor resides or the county in which this Guaranty was executed by Guarantor.

**PERSONS BOUND.** This Guaranty benefits Lender, its successors and assigns, and binds Guarantor, and Guarantor's respective heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Debtor, whether by merger, consolidation, reorganization or otherwise.

**ENTIRE AGREEMENT.** This Guaranty is intended by Guarantor and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing. This Guaranty includes additional provisions on the reverse side.

**NOTICE TO GUARANTOR**

You are being asked to guarantee the past, present and future Obligations of Debtor. If Debtor does not pay, you will have to. You may also have to pay collection costs. Lender can collect the Obligations from you without first trying to collect from Debtor or another guarantor.

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(Type of Organization)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
\_\_\_\_\_  
(Address)

**For Wisconsin Married Residents Only:** Each guarantor who signs above represents that this obligation is incurred in the interest of his or her marriage or family.

**FOR LENDER CLERICAL USE ONLY**

If any transaction guaranteed is a consumer transaction or subject to the Federal Reserve Regulation AA ("Reg AA"), each guarantor should also sign a Consumer WBA 156 "Explanation of Personal Obligation" Alternatively, if the guaranty IS not subject to Reg AA, the guarantor may receive copies of documents which evidence the customer's obligation to pay.

Copies of documents or WBA 156 may be required .....

Documents Delivered: or  
 156 Delivered

**Acknowledgement of signature on reverse side.**

**ADDITIONAL PROVISIONS**

**REPRESENTATIONS.** Guarantor acknowledges and agrees that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of any Debtor or guarantor. **Guarantor has independently determined the creditworthiness of Debtor and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.**

**REVOCATION.** This is a continuing guaranty and shall remain in full force and effect until Lender receives written notice of its revocation signed by Guarantor or actual notice of the death of Guarantor. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Lender shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one Guarantor shall not affect any of the liabilities or obligations of any other Guarantor and this Guaranty shall continue in full force and effect with respect to them.

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN

COUNTY OF \_\_\_\_\_ } SS.

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
(Name(s) of person(s)) (as \_\_\_\_\_  
(If not signing in individual capacity, indicate type of authority: e.g., officer, trustee, etc.,

of \_\_\_\_\_ )  
and name of corporation, partnership or other party on behalf of whom guaranty was executed.)

\_\_\_\_\_  
(Notary Signature)

Notary Public, \_\_\_\_\_ County, Wis.

My Commission (Expires) (Is) \_\_\_\_\_

**Attachment D4**  
**VILLAGE OF SHOREWOOD**  
**Sample General Business Security Agreement**

BUSINESS  
W.B.A. 447 (5/01) F11159

**GENERAL BUSINESS SECURITY AGREEMENT**



©Wisconsin Bankers Association 2001

Dated \_\_\_\_\_

**1. SECURITY INTEREST**

The undersigned ("Debtor", whether one or more) grants the \_\_\_\_\_ ("Lender") a security interest in all equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable) contract rights, chattel paper, instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to and all proceeds, supporting obligations, and products of the foregoing ("Collateral"), wherever located, to secure all debts, obligations and liabilities of any Debtor to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

**2. DEBTOR'S WARRANTIES**

Debtor warrants that while any of the Obligations are unpaid:

**(a) Ownership and use.** Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender's security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods (including software used in the goods) covered by it, free from all other encumbrances and security interests, and no financing statement is on file or control agreement in existence (other than Lender's) covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral. The Collateral is used or bought for use primarily for business purposes.

**(b) Sale of goods or services rendered.** Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.

**(c) Enforceability.** Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.

**(d) Due date.** There has been no default as of this date according to the terms of any chattel paper or account constituting Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

**(e) Financial condition of account debtor.** As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.

**(f) Valid organization.** If a corporation, limited liability company or partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.

**(g) Other agreements.** Debtor is not in default under any agreement for the payment of money.

**(h) Authority to contract.** The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.

**(i) Accuracy of information.** All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.

**(j) Name and address.** Debtor's exact legal name is as set forth below Section 9. If Debtor is an individual, the address of Debtor's principal residence is as set forth below Section 9. If Debtor is an organization that has only one place of business, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is as set forth below Section 9.

**(k) Location.** The location where the Collateral will be kept, if different from that appearing below Section 9, is xxxxxxxxx, \_\_\_\_\_ Wisconsin. Such location shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

**(l) Organization.** If Debtor is an organization, the type of organization and the state under whose law it is organized are as set forth below Section 9.

**(m) Environmental laws.** (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any such substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any such substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from Property, or (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above, on, in, under or about the Property.

**(n) Fixtures.** If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in each UCC Financing Statement signed or authorized by Debtor is true and correct.

**3. SHIPPERS**

Shippers authorized to draw drafts on Lender under section 6(c) are:

**4. SALE AND COLLECTIONS**

**(a) Sale of inventory.** So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor's business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease or license inventory on terms customary in the trade.

**(b) Verification and notification.** Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors or other persons obligated on the Collateral to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors or other persons obligated on the Collateral.

Until account debtors or other persons obligated on the Collateral are so notified, Debtor as agent of Lender, shall make collections and receive payments on the Collateral.

**(c) Deposit with Lender.** At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. Except as provided in Section 4(d) below, all proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

**(d) Accounting.** If the extent to which Lender's security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred, provided, however, that Lender shall retain its security interest in all Collateral regardless of the allocation of payments.

## 5. DEBTOR'S COVENANTS

**(a) Maintenance of Collateral.** Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Lender's security interest); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods, except for sales, leases or licenses of inventory as provided in this Agreement; and not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments, chattel paper and letter of credit rights, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

**(b) Insurance.** Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to indorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default.

**(c) Maintenance of security interest.** Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement. Debtor authorizes Lender to file Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets", "all personal property" or with words of similar effect) and amendments to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will cooperate with Lender in obtaining control of Collateral or other Security for which control may be required to perfect Lender's security interest under applicable law. If the Collateral is in possession of a third party, Debtor will join with Lender at its request in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

**(d) Taxes and other charges.** Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

**(e) Records and statements.** Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral.

**(f) Inspection of Collateral.** At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records, and Debtor shall assist Lender in so doing.

**(g) Service charge.** In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement.

**(h) Chattel paper.** Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. Unless it consists of electronic chattel paper, Debtor shall promptly mark all chattel paper constituting Collateral, and all copies, to indicate conspicuously Lender's interest and, upon request, deliver them to Lender. If it consists of electronic chattel paper, Debtor shall promptly notify Lender of the existence of the electronic chattel paper and, at the request of Lender, shall take such actions as Lender may reasonably request to vest in Lender control of such electronic chattel paper under the applicable law.

**(i) United States contracts.** If any Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.

**(j) Modifications.** Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts, letter of credit rights or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base.

**(k) Returns and repossessions.** Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.

**(l) Promissory Notes, Chattel Paper and Investment Property.** If Debtor shall at any time hold or acquire Collateral consisting of promissory notes, chattel paper or certificated securities, Debtor shall endorse, assign and deliver the same to Lender accompanied by such instruments of transfer or assignment duly executed in blank as Lender may from time to time request.

**(m) Change of name, address or organization.** Debtor shall not change Debtor's legal name or address without providing at least 30 days prior written notice of the change to Lender. Debtor, if it is an organization, shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence and Debtor, whether or not an organization, shall not, in one transaction or a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets.

## 6. RIGHTS OF LENDER

**(a) Authority to perform for Debtor.** Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

**(b) Charging Debtor's credit balance.** Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Lender and other money now or hereafter owed Debtor by Lender, and agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender.

**(c) Power of attorney.** Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor (and Lender shall not be required as a condition to the exercise of this power to prove the occurrence of an event of default to the Post Office); to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; to endorse the name of Debtor upon any instruments which may come into Lender's possession and to sign and make draws under any letter of credit constituting Collateral on Debtor's behalf. Debtor agrees that Obligations may be created by drafts drawn on Lender by shippers of inventory named in section 3. Debtor authorizes Lender to honor any such draft accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Lender and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act

or omission or for any error of judgment or mistake of fact or law.

**(d) Non-liability of Lender.** Lender has no duty to determine the validity of any invoice, the authority of any shipper named in section 3 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

**7. DEFAULT**

Upon the occurrence of one or more of the following events of default:

**(a) Nonperformance.** Debtor fails to pay when due any of the Obligations or to perform, or rectify breach of, any warranty or covenant or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Obligations, or an event of default occurs under any evidence of or document relating to any other obligation secured by the Collateral;

**(b) Inability to Perform.** Debtor, Debtor's spouse or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;

**(c) Misrepresentation.** Any representation made to induce Lender to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or

**(d) Insecurity.** Any other event which causes Lender in good faith to deem itself insecure; all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to any Obligation. With respect to such rights and remedies:

**(e) Repossession.** Lender may take possession of Collateral without notice or hearing, which Debtor waives;

**(f) Assembling collateral.** Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;

**(g) Notice of disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

**(h) Expenses and application of proceeds.** Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses of taking possession, holding, preparing for disposition and disposing of Collateral (provided, however, Lender has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Lender shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement; and

**(i) Waiver.** Lender may permit Debtor to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Debtor.

**8. INTERPRETATION**

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time, provided, however, that the term "instrument" shall be such term as defined in the Wisconsin Uniform Commercial Code-Secured Transactions Chapter 409. All references in the Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Agreement shall not affect the validity of any other provision. This Agreement is intended by Debtor and Lender as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

**9. PERSONS BOUND AND OTHER PROVISIONS**

The obligations hereunder of all Debtors are joint and several. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement.  If checked here, this Agreement amends and replaces in their entirety the provisions of all existing General Business Security Agreements between Debtor and Lender, provided, however that all security interests granted to Lender under those existing agreements shall remain in full force and effect, subject to the provisions of this Agreement.

Address: \_\_\_\_\_ WI  
SEE SECTIONS 2(j) AND (k)

\_\_\_\_\_  
XXXXXX (SEAL)

\_\_\_\_\_  
XXXXXX  
TYPE OF ORGANIZATION

\_\_\_\_\_  
WISCONSIN  
STATE OF ORGANIZATION

By: \_\_\_\_\_ (SEAL)  
Typed Name:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Address: \_\_\_\_\_  
SEE SECTIONS 2(j) AND (k)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
TYPE OF ORGANIZATION

\_\_\_\_\_  
STATE OF ORGANIZATION

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

**Attachment D5**  
**VILLAGE OF SHOREWOOD**  
**Sample Real Estate Mortgage (REM)**

W.B.A. 428 (3/02) F11142



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DOCUMENT NO. \_\_\_\_\_

**REAL ESTATE MORTGAGE**  
**(For Consumer or Business Mortgage Transactions)**

\_\_\_\_\_ ("Mortgagor",

whether one or more) mortgages, conveys, assigns, grants a security interest in and warrants

to \_\_\_\_\_ ("Lender")

in consideration of the sum of \_\_\_\_\_

\*\*\*\*\* Dollars

(\$ \_\_\_\_\_), loaned or to be loaned to \_\_\_\_\_

\_\_\_\_\_ ("Borrower," whether one or more),

evidenced by Borrower's note dated \_\_\_\_\_

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender.

**1. Description of Property.** (This Property \_\_\_\_\_ the homestead of Mortgagor.  
(is) (is not)

See attached for a description of the real estate.

- If checked here, description continues or appears on attached sheet.
- If checked here, this Mortgage is a construction mortgage.
- If checked here, Condominium Rider is attached.

**2. Title.** Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and \_\_\_\_\_

**3. Escrow.** Interest \_\_\_\_\_ be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.  
(will) (will not)

**4. Additional Provisions.** Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein.  
The undersigned acknowledges receipt of an exact copy of this Mortgage.

**NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT**  
**(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.**

Signed and Sealed \_\_\_\_\_  
\_\_\_\_\_ (SEAL)

a \_\_\_\_\_  
(Type of Organization)

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

Recording Area  
Name and Return Address  
  
  
  
Parcel Identifier No. \_\_\_\_\_

Signatures of \_\_\_\_\_ County of \_\_\_\_\_ SS.  
\_\_\_\_\_  
\_\_\_\_\_  
Authenticated this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
\* \_\_\_\_\_  
Title: Member State Bar of Wisconsin or \_\_\_\_\_  
Authorized under §706.06, Wis. Stats.  
This instrument was drafted by \_\_\_\_\_  
\_\_\_\_\_  
\*Type or print name signed above.

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_,  
(Name(s) of person(s))  
as \_\_\_\_\_  
(Type of authority; e.g., officer, trustee, etc., if any)  
of \_\_\_\_\_  
(Name of party on behalf of whom instrument was executed, if any)  
\* \_\_\_\_\_  
Notary Public, Wisconsin  
My Commission (Expires) (Is) \_\_\_\_\_

#### ADDITIONAL PROVISIONS

**5. Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the promissory notes or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications signed by any Borrower of such promissory notes or agreement, (b) to the extent not prohibited by the Wisconsin Consumer Act (i) any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purposes and agreed in documents evidencing the transaction to be secured by this Mortgage, and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage and the Loan Agreement. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

**6. Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

**7. Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage, and loss payee clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of the Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with Section 10.

**8. Mortgagor's Covenants.** Mortgagor covenants:

- (a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) **Ordinances.** To comply With all laws, ordinances and regulations affecting the Property; and
- (k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement identified on the reverse side.

**9. Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

**10. Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and Opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

**11. Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's

covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by 425.105, Wis. Stats., or the document evidencing the Obligation and, in that event, the Obligation will become payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

**12. Waiver.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

**13. Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

**14. Assignment of Rents and Leases.** Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, and the giving of notice by Lender to Mortgagor declaring that constructive possession of the Property is in Lender, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

**15. Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

**16. Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of 846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of 846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**17. Expenses.** To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

**18. Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

**19. Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

**20. Entire Agreement.** This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

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**Attachment D6**  
**VILLAGE OF SHOREWOOD**  
**Sample Assignment of Leases and Rents (ALR)**

W.B.A. 428 ALR (1/05) 11217

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DOCUMENT NO.

**ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT, made this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_  
\_\_\_\_\_ a \_\_\_\_\_  
Wisconsin  
whose address is \_\_\_\_\_  
(the "Assignor"), to the \_\_\_\_\_  
whose address is \_\_\_\_\_  
(the "Assignee"), in consideration of an extension of credit to \_\_\_\_\_  
whose address is \_\_\_\_\_  
(the Borrower).

Recording Area

Name and Return Address  
Mr. John Meland  
c/o SEWRPC  
Post Office Box 1607  
Waukesha, WI 53187

Parcel Identifier Number

FOR VALUE RECEIVED, the Assignor conveys, transfers and assigns to the Assignee the leases set forth in Exhibit "A" attached which lease part of the real estate described in Exhibit "A" attached ("Premises"), together with any and all other leases of space, whether oral or written, of the Premises now or hereafter entered into by the Assignor (the "Leases"), together with any and all extensions and renewals of the Leases, together with any guarantees of the tenants' obligations under the Leases, together with the use and possession of and the right to rent and/or lease any or all furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind now or hereafter available for use by tenants and/or operation of the Premises, together with the immediate and continuing right to collect and receive all rents, income, proceeds, payments and profits arising out of the Leases or out of the Premises ("Rents"), together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived under the Leases including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance, claims for damages resulting from default under the Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of the Leases or the waiver of any obligation or term prior to the expiration date and the return of any insurance premiums and/or ad valorem tax payments made in advance and subsequently refunded, to secure the following ("Secured Debt"):

- a. Payment of Borrower's note(s) or agreements dated the same date as this assignment and payable to the Assignee, including all extensions, renewals and modifications (all called the "Note"), which Note is secured by a mortgage on the Premises from the Assignor to the Assignee dated the same date as this assignment ("Mortgage").
- b. All additional sums which are in the future loaned by Assignee to Assignor, to Assignor and another or to another guaranteed or endorsed by Assignor which are secured by the Mortgage.
- c. Payment of all other sums with interest becoming due and payable to the Assignee under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.
- d. Performance and discharge of the obligations, covenants and agreements of the Assignor under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

THE UNDERSIGNED ASSIGNOR AGREES TO THE TERMS OF THIS ASSIGNMENT AND TO THE ADDITIONAL PROVISIONS ON PAGES 2 AND 3 WHICH ARE INCORPORATED HEREIN.

\_\_\_\_\_ (SEAL)

Wisconsin  
(Type of Organization)

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

}

Signatures of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

by \_\_\_\_\_

\* \_\_\_\_\_  
Title: Member State Bar of Wisconsin or \_\_\_\_\_  
authorized under §706.06, Wis. Stats.

This instrument was drafted by \_\_\_\_\_  
\_\_\_\_\_

\*Type or print name signed above.

**STATE OF WISCONSIN**

**SS.**

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

(Name(s) of person(s))

as \_\_\_\_\_

(Type of authority, e.g., officer, trustee, etc., if any)

of \_\_\_\_\_

(Name of party on whose behalf instrument was executed, if any)

\* \_\_\_\_\_

Notary Public, Wisconsin  
My Commission (Expires) (Is) \_\_\_\_\_

**ADDITIONAL PROVISIONS**

The Assignor agrees, assigns and covenants as follows:

**1. Performance of Leases.** To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by the lessor; to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases to be performed by the tenants; not to modify, extend, renew, terminate, accept a surrender of, or in any way alter the terms of the Leases nor borrow against, pledge, or assign any rentals due under the Leases, nor consent to a subordination or assignment of the interest of the tenants under the Leases to any party other than Assignee, nor collect prepayment of the rents under the Leases for more than one (1) month in advance or reduce the amount of the rents and other payments under the Leases, nor enter into any additional leases of all or any part of the Premises without the prior written consent of the Assignee.

**2. Protect Security.** At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor under the Leases, and to pay all costs and expenses of the Assignee, including reasonable attorneys' fees, in any such action or proceeding in which the Assignee in its sole discretion must appear.

**3. Representations.** With reference to the Leases described in Exhibit "A," the Assignor represents and warrants that: (a) it is the owner of the Leases with full right and title to assign the Leases and the Rents payable under the Leases; (b) the Leases are valid, in full force and effect and have not been modified or amended; (c) there are no outstanding assignments or pledges of the Leases or the Rents payable under the Leases; (d) there are no existing defaults under the Leases on the part of any party; (e) no Rents have been waived, or prepaid, discounted, compromised or released; and (f) the tenants have no defenses, set-offs, or counterclaims against the Assignor.

**4. Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment and not merely a security interest, and the Assignor understands and agrees that it establishes a present and complete transfer of the Leases, Rents and all other items subject to this Assignment. However, the Assignor shall have the license to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until a default shall occur under the Mortgage or any other document evidencing the Secured Debt. The Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of the Assignee.

**5. Assignee's Right to Perform Under Leases.** Should the Assignor fail to perform, comply with or discharge any obligations

of Assignor under the Leases or should the Assignee become aware of or be notified by any tenant under the Leases of a failure on the part of the Assignor to perform, comply with or discharge its obligations under the Leases, Assignee may, but shall not be obligated to, and without further demand upon the Assignor, and without waiving or releasing the Assignor from any of its obligations under this Assignment, remedy such failure, and the Assignor agrees to repay Assignee upon demand all sums incurred by the Assignee in remedying any such failure together with interest at the rate then in effect under the terms of the Note. All such sums, together with interest shall become additional Secured Debt, but no such advance shall relieve the Assignor from any default under this Assignment.

**6. Remedies.** Upon or at any time after default in the payment of any Secured Debt or in the performance of any obligation, covenant or agreement in this Assignment or in the Note or Mortgage or any other instrument constituting security for the Note, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Secured Debt or in the Note, Mortgage or any other instrument constituting security for the Note, the license granted Assignor to collect the Rents shall automatically and immediately terminate and the Assignor shall hold all Rents paid to the Assignor thereafter in trust for the use and benefit of the Assignee, and the Assignee may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all the Rents payable under the Leases, enforce the payment of Rents and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee under this Assignment, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; the Assignee may cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts that the Assignee deems proper to protect its security with or without taking possession of the Premises; and the Assignee may apply the Rents to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the expenses of any agent appointed by the Assignee, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the lessor's obligations under the Leases and to any Secured Debt all in such order as the Assignee may determine. Any entering upon and taking possession of the Premises, any collection of Rents, and any application of Rents as allowed by this Assignment shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to such notice, nor in any way operate to prevent the Assignee from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Assignment, the Mortgage, the Note, or any other instrument securing the Note.

**7. No Liability for the Assignee.** The Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect the Rents and the Assignee shall be required to account only for such monies as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignee's security and the Assignor agrees that nothing in this Assignment and no actions taken by the Assignee under this Assignment, including, but not limited to, the Assignee's approval or rejection of any leases for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor for the Secured Debt. The Assignor waives any defense or claim that may now exist or hereafter arise by reason of any action taken by the Assignee under this Assignment.

**8. Assignor to Hold Assignee Harmless.** The Assignor shall indemnify and hold the Assignee harmless from and against any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, shall be added to the Secured Debt and the Assignor shall reimburse the Assignee for such amount immediately upon demand, and the failure of the Assignor to do so shall constitute a default under this Assignment and a default under the Mortgage.

**9. Security Deposits.** The Assignor agrees on demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without accrual of interest and shall become the property of the Assignee upon a default under this Assignment or the Mortgage, to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the tenants for such security deposit.

**10. Authorization to Tenants.** The tenants under the Leases are irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed under this Assignment without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default under the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor irrevocably directs and authorizes the tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred under this Assignment, the Note, or the Mortgage, or that the Assignee is entitled to exercise its right under this Assignment, and to the extent such sums are paid to the Assignee or receiver, the Assignor agrees that the tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release of the obligation of any such tenants or occupants of the Premises. Checks for all or any part of the rentals collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.

**11. Satisfaction.** Upon the payment in full of all Secured Debt as evidenced by a recorded satisfaction of the Mortgage executed by the Assignee or its assigns, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.

**12. Assignee Creditor of the Tenants.** At any time after default in the payment of any Secured Debt or in the performance of an obligation, covenant, or agreement in this Assignment, the Note or the Mortgage, the Assignor agrees that the Assignee, and not the Assignor, shall be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the Assignee to apply any money received by the Assignee as such creditor in reduction of the Secured Debt.

**13. Assignee Attorney-In-Fact.** The Assignor irrevocably appoints the Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, after an event of default as defined in the Note or the Mortgage, to exercise any rights or remedies under this Assignment and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

**14. Subsequent Leases.** Until the Secured Debt has been paid in full, the Assignor will deliver to the Assignee executed copies of all Leases affecting any part of the Premises and agrees to make, execute and deliver to the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents to the Assignee or that the Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment. From time to time on request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may reasonably request.

**15. General Assignment of Leases and Rents.** The rights and remedies contained in this Assignment are in addition to and shall be cumulative with the rights and remedies given and created in the Mortgage, assigning generally all rents and profits of the Premises, and shall in no way limit the rights and remedies created under the Mortgage.

**16. No Mortgagee in Possession.** Nothing in this Assignment and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."

**17. Continuing Rights.** The rights and powers of the Assignee or any receiver under this Assignment shall continue and remain in full force and effect until all Secured Debt, including any deficiency remaining from a foreclosure sale, is paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee is the purchaser at the foreclosure sale, after a foreclosure sale and expiration of any redemption rights.

**18. Successors and Assigns.** This Assignment and the covenants, agreements and provisions in this Assignment shall be binding upon the Assignor and its successors and assigns including without limitation each and every record owner of the Premises or any other person having an interest in the Premises and shall inure to the benefit of the Assignee and its successor and assigns. As used in this Assignment the words "successors and assigns" shall also mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

**19. Governing Law.** This Assignment is governed by the internal laws of the State of Wisconsin.

**20. Validity Clause.** The intent of this Assignment is to confer to the Assignee the rights and benefits under this Assignment to the full extent allowable by law. The unenforceability or invalidity of any provision in this Assignment shall not render any other provision or provisions in this Assignment unenforceable or invalid. Any provisions found to be unenforceable shall be severed from this Assignment.

**21. Costs of Enforcement.** The Assignor agrees that if, and as often as, this Assignment is placed in the hands of attorneys to defend or enforce any of the Assignee's rights under this Assignment, the Assignor will pay to the Assignee its reasonable costs and other expenses incurred in connection with such enforcement before and after judgment, including without limitation, reasonable attorneys' fees.

## Template #1

### VILLAGE OF SHOREWOOD

### Sample Business Plan Information

#### Business Plan and Financial Templates

You will need a complete business plan drafted for your application to the program. We would like to offer the following business planning templates for your use in guiding you through the key steps of creating a thorough and successful business plan.

Two websites offer a helpful online questionnaire that will fill in a business plan as you go through the online interview. Choose the one that best suits your type of business.

- 1) LawDepot.com offers a simple, [online questionnaire](#) to get you started on writing your business plan.
- 2) The Small Business Administration offers a more detailed and thorough [online questionnaire](#) as well.

We've put together spreadsheet templates (Microsoft Excel) to help you get your business plan financial section completed. They include (*final offering of templates may not include all four*):

- 1) Balance Sheet/Income Statement (existing businesses)
- 2) 3 year Cash Flow Projections (new and existing businesses)
- 3) Personal Financial Statement (all owners of new and existing businesses)

Other helpful tools for starting or relocating your business in Shorewood:

[Milwaukee County Revolving Loan Fund](#)

[Wisconsin Women's Business Imitative Corporation](#)

[Small Business Administration \(Federal\)](#)

**Template #2**

**VILLAGE OF SHOREWOOD**

**Sample Financial Projections**

**SEE ATTACHED EXCEL SPREADSHEET**

**Template #3**

**VILLAGE OF SHOREWOOD**

**Sample Personal Financial Statements**

**SEE ATTACHED EXCEL SPREADSHEET**



Template 2 - 3-Year Cash Flow Projections

Aged Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>R&amp;D Expenses</b>	<b>\$0</b>													
In-Licensing of Intellectual Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subscriptions and Technical Research	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Travel</b>	<b>\$0</b>													
<b>Selling Expenses (eg Commissions)</b>	<b>\$0</b>													
<b>Office Support</b>	<b>\$0</b>													
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Professional Fees</b>	<b>\$0</b>													
Legal – General	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal – Patents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bookkeeping	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advisor Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Banking Charges</b>	<b>\$0</b>													
Bank Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Charges and Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest on Line of Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Taxes</b>	<b>\$0</b>													
Sales Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Income Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Miscellaneous</b>	<b>\$0</b>													
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Membership Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Couriers, Mail and Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL CASH DISBURSEMENT</b>	<b>\$0</b>													
Net Cash	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Closing Cash Balance (Cumulative)</b>	<b>\$0</b>													

## Personal Financial Statement of:

Enter your name here

As of mm/dd/yyyy

<u>Assets</u>	<u>Amount in Dollars</u>
Cash - checking accounts	\$ -
Cash - savings accounts	-
Certificates of deposit	-
Securities - stocks / bonds / mutual funds	-
Notes & contracts receivable	-
Life insurance (cash surrender value)	-
Personal property (autos, jewelry, etc.)	-
Retirement Funds (eg. IRAs, 401k)	-
Real estate (market value)	-
Other assets (specify)	-
Other assets (specify)	-
<b>Total Assets</b>	<b>\$ -</b>
<u>Liabilities</u>	<u>Amount in Dollars</u>
Current Debt (Credit cards, Accounts)	\$ -
Notes payable (describe below)	-
Taxes payable	-
Real estate mortgages (describe)	-
Other liabilities (specify)	-
Other liabilities (specify)	-
<b>Total Liabilities</b>	<b>\$ -</b>
<b>Net Worth</b>	<b>\$ -</b>

### Notes on Preparation

**You may want to print this information to use as reference later. To delete these instructions, click the border of this text box and then press the DELETE key.**

Many financial institutions will require information about your personal financial data. This spreadsheet will help you prepare a personal financial statement.

Your personal financial statement should show only your personally held assets and liabilities (debts) outside the business. Do not include any business assets or liabilities.

Page 2 of the spreadsheet allows you to give the details behind the numbers on the balance sheet.

If you present this financial statement to a potential lender or investor, be sure to sign and date it in the space provided. The signature is your pledge that the statement is complete and accurate to the best of your knowledge.

Step 1: Prepare a list of all assets owned whether they are paid for or not. Enter the amount you would receive by selling the asset for cash.

Step 2: Prepare a list of liabilities (money you owe).

Step 3: Net worth = Total Assets - Total Liabilities

Signature:

Date:

**Personal Finance Statement of:**

Enter your name here

As of mm/dd/yyyy

**Details**

**1. ASSETS - Details**

**Notes and Contracts held**

From Whom Owing	Balance Owing	Original Amount	Original Date	Monthly Payment	Maturity Date	History / Purpose
	\$ -	\$ -		\$ -		

**Securities: stocks / bonds / mutual funds**

Name of Security	Number of Shares	Cost	Market Value	Date of Acquisition
		\$ -	\$ -	

**Stock in Privately Held Companies**

Company Name	No. of shares	\$ Invested	Est. Market Value
		\$ -	\$ -

**Real Estate**

Description / Location	Market Value	Amount Owning	Original Cost	Purchase Date
	\$ -	\$ -	\$ -	

**2. LIABILITIES - Details**

**Credit Card & Charge Card Debt**

Name of Card / Creditor	Amount Due
	\$ -

**Notes Payable (excluding monthly bills)**

Name of Creditor	Amount Owning	Original Amount	Monthly Payment	Interest Rate	Secured by (Leine)
	\$ -	\$ -	\$ -		

**Mortgage / Real Estate Loans Payable**

Name of Creditor	Amount Owning	Original Amount	Monthly Payment	Interest Rate	Secured by (Leine)
	\$ -	\$ -	\$ -		

## Community Development Authority Project List

Updated 11-1-2016

Project or Program	Status	Comment
Metro Market Redevelopment	Completed	
Mixed Use Development Oakland/Olive	In process.	Retail completion possibly December 2016. Rest February 2017.
Sherman Redevelopment	In process	Construction start delayed for DNR soil review. Scheduled Spring 2017
<hr/>		
CDA Financial Plan and Projections	Ongoing	The CDA 2015 Annual Financial Report was completed and presented at a joint meeting of CDA and Village Board. Reviewed TID#1 closing scenarios. MOU to Village Board 11/7/16.
Future CDA Strategies and Plans	In Process	Consolidated list from Master Plan. Completing member initiatives survey priorities and opportunities.
Commercial Business Recruitment and Retention	In process	Expect increased emphasis due to current vacancies and added Metro Market opportunities. Working on a restaurant opportunity.
Façade Program	In Process	Revisions completed February 2016.CDA finald new revisions 10/27/16, to Village Board 11/7/16
Business Incentive Loan Program	In process	CDA discussion April - June. CDA finald draft 10/27/16, to Village Board 11/7/16
Work Group Update: Retail Relations		Continue efforts for Mixed Use tenant mix.
Work Group Update: Developer Relations		Meeting held late March and will continue quarterly meetings to understand market and Shorewood need.
Work Group Update: Community Outreach		Update provided to CDA 6/3/16.
Work Group Update: Ped and Bike Safety		
Work Group Update: Finance		