

SECOND AMENDMENT TO REAL PROPERTY PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO REAL PROPERTY PURCHASE AGREEMENT (this “**Amendment**”) is dated and effective as of _____, 2024, by and between **CITY OF WAUKESHA, WISCONSIN**, a Wisconsin municipal corporation (“**Seller**”), and **MANDEL GROUP PROPERTIES LLC**, a Wisconsin limited liability company, or its assigns (“**Buyer**”).

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Real Property Purchase Agreement dated January 29, 2024, and as amended by that certain First Amendment to Real Property Purchase Agreement dated July 26, 2024 (collectively, the “**Purchase Agreement**”), pursuant to which Seller agreed to sell, and Buyer agreed to buy, those certain parcels of real property located in the City of Waukesha, Wisconsin, commonly known as Tax Key Nos: WAKC1305461, WAKC1305460, WAKC1306990 and WAKC1305459, owned by Seller and containing approximately 4.92 acres, as more particularly described in the Purchase Agreement (the “**Property**”);

WHEREAS, the parties hereto now desire to amend the Purchase Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. Defined Terms. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Purchase Agreement.

2. Interim Diligence Date. The Interim Diligence Date is hereby extended to the later of (a) the date on which Seller executes and delivers to Buyer a conservation easement with the State of Wisconsin in a form satisfactory to Buyer, to be determined in Buyer’s sole and absolute discretion and (b) the date on which Seller delivers to Buyer written evidence of the approval by the Seller’s Common Council of a Tax Incremental Financing term sheet reasonably satisfactory to both Buyer and Seller.

3. Due Diligence Period. The expiration of the Due Diligence Period is hereby extended to July 31, 2025.

4. Effect of Amendment. In the event of any conflicts or inconsistencies between the terms and provisions of this Amendment and those of the Purchase Agreement, the terms and provisions of this Amendment shall govern and control to the extent of such conflict or inconsistency. Except as modified by this Amendment, the terms and conditions of the Purchase Agreement shall remain unchanged and shall remain in full force and effect and are hereby ratified and confirmed. All references to the Purchase Agreement shall be deemed to refer to the Purchase Agreement as amended by this Amendment.

5. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered (including by e-mail or facsimile) shall be deemed an original, and all of which counterparts, taken together, shall be deemed one complete document. Facsimile, electronic, and scanned signatures on this Amendment shall be binding upon the parties hereto.

[Signature page follows.]

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

BUYER:

MANDEL GROUP PROPERTIES LLC,
a Wisconsin limited liability company

By: _____
Name: Phillip Aiello
Title: Authorized Signatory

SELLER:

CITY OF WAUKESHA, WISCONSIN,
a Wisconsin municipal corporation

By: _____
Name: _____
Title: _____

Approved as to form this ____ day of
_____, 2024.
