

**COMMUNITY ECONOMIC DEVELOPMENT LOAN
AGREEMENT**

BETWEEN THE CITY OF MIDDLETON

«COMPANY_NAME»

This Agreement is entered into by and between the City of Middleton (City) «Company_name», (“Borrower”).

WITNESSETH

WHEREAS, the Borrower has applied to the City for economic development funds under the Community Economic Development program; and

WHEREAS, in reliance upon the representations and the Borrower’s Application, the City agrees to award up to «Loan_Amt_Plus_Admin_Plus_NUM», to the Borrower to be utilized in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, the City, and Borrower agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a) “Agreement” means this Economic Development Agreement between the City, and the Borrower, together with any future amendments thereto.
 - b) “Application” means the Economic Development application submitted by the Borrower.
 - c) “Borrower” means «Company_name», together with its lawful successors and assigns.
 - d) “CED” means Community Economic Development.
 - e) “Collateral” means the property described in Exhibit B.
 - f) “Effective Date” means the date this Agreement is executed by the City.
 - g) “Eligible Project Costs” means the costs and expenditures incurred by the Borrower in connection with the Project, between «Commitment_Date» and «Drawdown_end_date», as more fully described in Exhibit B.
 - h) “Existing Full-Time Positions” means the «Exist_PositionNUM» currently existing Full-Time Positions that will be retained by the Borrower in Middleton in connection with the Project.
 - i) “Full-Time Position” means any permanent, full-time position where an employee is required, as a condition of employment, to work at least 40 hours per week and 2,080 hours per year including paid leave and holidays.

- j) "Guaranty" means the Loan Guaranty attached as Exhibit C.
 - k) "Guarantor" means «Guarantor_name», individually.
 - l) "LMI Persons" means persons with household income less than eighty (80) percent of the median household income by family size in the County.
 - m) "Made Available to LMI Persons" means the Borrower is working with the local Job Service Office or the local Private Industry Council to ensure that LMI Persons receive consideration for the vacant positions to be filled.
 - n) "Project" means the activities described in Exhibit B.
 - o) "Promissory Note" means the Promissory Note attached as Exhibit A.
 - p) "Term of This Agreement" means until the Borrower's obligations hereunder are fully satisfied.
2. **THE CITY'S LOAN OBLIGATIONS.** Subject to the Borrower's compliance with the terms and conditions of this Agreement, the City shall lend up to «Loan_Amount», to the Borrower for Eligible Project Costs. The City's loan to the Borrower shall be evidenced by the Promissory Note.
3. **THE CITY'S CONTINGENCIES.** The City's obligation to loan CED funds to the Borrower shall be contingent upon the satisfaction of the following contingencies to the reasonable satisfaction of the City:
- a) The representations and warranties of the Borrower herein and in the Application shall be true and accurate as of the Effective Date.
 - b) On or before the Effective Date, the Borrower shall execute and deliver the Agreement to the City.
 - c) Prior to disbursement of any CED funds, the Borrower shall execute and deliver to the City the Environmental Review Record and all other documents that reasonably may be required by the City to effect the Terms of This Agreement.
 - d) Prior to the disbursement of any CED Loan funds, the Borrower shall execute and deliver to the City:
 - (i) A borrowing resolution.
 - (ii) A real estate mortgage listing the City as mortgagee.
 - (iii) A UCC financing statement.
 - (iv) A security agreement, granting the City a priority or purchase money security interest on the Collateral purchased with the CDED Loan funds.
 - (v) All other documents that reasonably may be required by the City to effect the terms and conditions of this Agreement.

4. DISBURSEMENT OF GRANT PROCEEDS.

- a) Loan disbursements from the City hereunder for Eligible Project Costs shall be made on a periodic basis upon the City's receipt and approval of a Request for Disbursement and supporting documents. The supporting documents shall include itemized invoices from vendors and suppliers, and a report detailing the dollar amount and purpose of the Eligible Project Costs incurred since the date of the last CED Loan disbursement. The Borrower shall use the forms provided by the City to request loan disbursements.
- b) The City, in its sole discretion, may withhold disbursements if the City determines that:
 - (i) The Borrower has failed to comply with and/or is in default under the terms and conditions of this Agreement or has failed to provide adequate documentation of Eligible Project Costs.

5. DISBURSEMENT OF CDED LOAN PROCEEDS.

- a) CED Loan disbursements from the City to the Borrower hereunder for Eligible Project Costs shall be made on a periodic basis upon the City's receipt and approval of requests for disbursement and supporting documents. The supporting documents shall include itemized invoices from vendors and suppliers and a report detailing the dollar amount and purpose of the Eligible Project Costs incurred since the date of the last CED Loan disbursement.
- b) The City may withhold CED Loan disbursements if it determines that the Borrower has not provided adequate documentation of Eligible Project Costs, has failed to file required reports hereunder, or is otherwise in default under the Terms of This Agreement.

6. BORROWER'S LOAN PAYMENTS. This CED Loan shall be repaid in accordance with the terms of the Promissory Note.

7. TAXES AND FEES. Except as otherwise provided in this Agreement, the Borrower shall keep the Collateral free and clear of all judgements, levies, liens, security interests and encumbrances and shall pay all federal, state and local fees, assessments and taxes which may be assessed upon the ownership, possession or use of the Collateral.

8. INSURANCE. The Borrower shall procure and maintain comprehensive property damage, commercial general liability and business interruption insurance reasonably acceptable to the City and shall cause the City to be named as "loss payee" and/or "mortgagee" on all insurance policies on the Collateral, and shall upon the request of the City, deliver an Officer's Certificate specifying the details of such insurance in effect.

9. "EVENT OF DEFAULT" DEFINED. The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purposes of this Agreement:

- a) The Borrower's failure to pay, within ten (10) calendar days of the due date, any of the principal payments or interest due under this Agreement;
- b) The Borrower's failure to comply with or perform any of its obligations under this Agreement; provided, however, that the Borrower's failure to comply with the terms and

conditions of Paragraph 13 a), b), and c) hereunder shall not be considered an “Event of Default”.

- c) Any assignment for the benefit of the Borrower's creditors or commission of any other act amounting to a business failure;
- d) The filing, by or against the Borrower, of a petition under any chapter of the U.S. Bankruptcy Code or for the appointment of a receiver;
- e) Any default or breach of the Borrower's obligations under the terms and conditions of its loan agreements, leases, or financing arrangements with other creditors;
- f) Any material misrepresentation with respect to the Borrower's warranties and representations under this Agreement or the Application; or
- g) Any other action or omission by the Borrower, which in the City's reasonable discretion, jeopardizes the Borrower's ability to fulfill its obligations under this Agreement or otherwise causes the City to deem itself insecure.

10. REMEDIES IN EVENT OF DEFAULT.

- a) Upon the occurrence of any Event of Default, the City shall send a written notice of default to the Borrower, setting forth with reasonable specificity the nature of the default. If the Borrower fails to cure the default to the reasonable satisfaction of the City within ten (10) calendar days, the City may, without further written notice to the Borrower, declare the Borrower in default, terminate this Agreement effective immediately, and accelerate the principal balance, accrued interest, and other amounts owed by the Borrower hereunder.
- b) Upon the termination of this Agreement:
 - (i) The Borrower shall be liable for the full unpaid principal balance together with interest at the annual rate of twelve (12) percent from the date of the Event of Default to the date the Borrower's obligations hereunder are paid in full.
 - (ii) Subject to the rights of other creditors, the City shall be entitled to exercise any and all remedies available to the City under this Agreement, related loan documents, and applicable laws.
- c) In addition to the rights and remedies available to the City at law, in equity, or in bankruptcy, the City shall be entitled to recover from the Borrower an amount equal to the sum of:
 - (i) The unpaid principal balance, accrued interest, and other amounts owed by the Borrower hereunder;
 - (ii) All court costs and reasonable attorney's fees incurred by the City in the enforcement of its rights and remedies under this Agreement, including all costs incurred in foreclosing upon, repossessing, storing, repairing, selling, leasing or otherwise disposing of the Collateral; and

(iii) Any other damages arising from the Borrower's default.

- d) The City foreclosure upon, repossession of, and subsequent sale, lease, or disposition of the Collateral shall not affect the City's right to recover from the Borrower any and all damages caused by the Borrower's breach of this Agreement. The City's rights and remedies hereunder shall be cumulative, not exclusive, and shall be in addition to all other rights and remedies available at law, in equity or in bankruptcy.

11. **BORROWER'S WARRANTIES AND REPRESENTATIONS.** To induce the City to enter into this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower hereby warrants and represents that:

- a) The Borrower is a «Corporation» duly organized, validly existing, and authorized to engage in business in the State of Wisconsin.
- b) The Borrower is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary.
- c) The Borrower is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the Borrower's financial ability to comply with this Agreement.
- d) The Borrower is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Borrower's financial ability to comply with this Agreement.
- e) The Borrower has read, fully understands, and agrees to all of the terms and conditions in this Agreement and the related loan documents.
- f) This Agreement is valid and enforceable in accordance with its terms against the Borrower, subject only to applicable bankruptcy, insolvency, reorganization or other similar laws affecting generally the enforceability of the rights of creditors.
- g) The Borrower is financially solvent and able to comply with all of the terms and conditions set forth in the Agreement.
- h) The financial statements and other information provided by the Borrower to the City are complete and accurate in accordance with Generally Accepted Accounting Principles, and may be relied upon by the City in deciding whether to enter into this Agreement with the Borrower.
- i) The Borrower is not in default under the terms and conditions of any loan agreements, leases, or financing arrangements with the Borrower's other creditors.
- j) The Borrower has private Project funds as identified in Exhibit B to fund all other costs relating to the Project.
- k) The Borrower's warranties and representations herein are true and accurate as of the date of this Agreement, and shall survive the execution thereof.

- l) In making these warranties and representations, the Borrower has not relied upon any information furnished by the City.

12. AFFIRMATIVE BORROWER COVENANTS.

- a) Employment Guaranties With Respect To Existing Full-Time Positions. The Borrower shall keep and maintain «Exist_PositionNUM» existing Full-Time Positions that the Borrower had in «Location», Wisconsin through «Position_Maintenance_Date», which number shall be the threshold for determining the Borrower's compliance with the terms in Paragraph 13 b) below.
- b) Employment Guaranties With Respect To New Employment. The Borrower shall create and fill «New_positionsNUM» new Full-Time Positions in «Location», Wisconsin by «Position_Creation_Date» and, thereafter, shall maintain each of those new Full-Time Positions in «Location», Wisconsin until «Position_Maintenance_Date».
- c) Employment Guaranties With Respect To LMI Persons. At least fifty-one percent (51%) of the new Full-Time Positions created by the Borrower in accordance with Paragraph 13 b) of this Agreement shall be Made Available to LMI Persons.
- d) Job Penalty.
 - (i) If the City, in its reasonable discretion, determines that the Borrower has failed to comply with its obligations under Paragraphs 13 a) and b) of this Agreement, then, for each Full-Time Position that the Borrower fails to keep, create and fill, or maintain, whichever the case may be, the Borrower shall pay the City upon demand a penalty of Five-Hundred Dollars (\$500.00) for each Full-Time Position.
 - (ii) If the City, in its reasonable discretion, determines that the Borrower has failed to comply with its obligations under Paragraph 13 c) of this Agreement, then for each Full-Time Position that the Borrower has not Made Available to LMI Persons, the Borrower shall pay the City a penalty of One Thousand Dollars (\$1,000.00). Such penalty shall be in addition to any penalty under Paragraph 13d) (i) of this Agreement.
- e) Record Keeping. The Borrower shall prepare, keep and maintain such records as may be reasonably required by the City to show:
 - (i) The number of Full-Time Positions kept, created, filled, and maintained by the Borrower pursuant to Paragraph 13 a), b), and c) of this Agreement.
 - (ii) The amount and disposition of CED Loan funds provided and disbursed under this Agreement; and
 - (iii) The total cost of the Project.
- f) Financial Records. All of the Borrower's financial records shall be prepared, kept and maintained in accordance with Generally Accepted Accounting Principles. The Borrower shall provide such records to the City during the Term of This Agreement as may be requested. The Borrower shall retain such materials for a period of at least three (3) years after the CED Loan is paid in full.

g) Inspection.

- (i) The City, and respective agents, shall, at any reasonable time and upon 48 hours notice, have the right to enter upon the Borrower's premises to inspect the Project.
- (ii) The Borrower shall produce for the City's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records, which relate to this Agreement.

h) Reporting.

- (i) The Borrower shall provide the City with project reports, utilizing forms provided by the City, a copy of which is attached as the last page of this Agreement, as well as interim and/or fiscal year end financial statements in accordance with the following table, or as otherwise requested by the City:

REPORTING REQUIREMENTS

Report No.	Period Covered	Documentation Required			Due Date
		Project Report	Financial Statements		
			Interim As of:	Fiscal Year Ended:	
1.		Semi-Annual			
2.		Semi-Annual			
3.		Semi-Annual			
4.		Semi-Annual			
5.		Semi-Annual			
6.		Semi-Annual			
7.		Semi-Annual			
8.		Semi-Annual			
9.		Semi-Annual			
10.		Semi-Annual			

- i) Nondiscrimination in Employment. During the Term of This Agreement, the Borrower shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with

respect to sexual orientation, the recipient further agrees to take affirmative action to ensure equal employment opportunities. The recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

13. NEGATIVE BORROWER COVENANTS.

- a) Consolidation or Merger. During the Term of This Agreement, the Borrower shall not consolidate or merge with or into any other corporation or business entity without the prior written consent of the City.
- b) Sale of Assets. During the Term of This Agreement, the Borrower shall not sell, transfer, hypothecate, liquidate, pledge or otherwise encumber the Collateral without the prior written consent of the City's; provided however, that nothing herein shall prohibit the Borrower from selling inventory in the ordinary course of business.
- c) Borrower's Operations. During the Term of This Agreement, the Borrower shall not move the Project, or any of the Full-Time Positions relating thereto, outside the municipal boundaries of the City without the prior written consent of the City.

14. WISCONSIN OPEN RECORDS LAW.

- a) Subject to the following terms, the City shall safeguard all of the financial statements provided to them by the Borrower:
 - (i) Except as otherwise required or provided by court order, legal process or applicable Wisconsin law including, without limitation, the Wisconsin Open Records Law, sec. 19.31, Stats., et seq, the City shall not reveal or disclose any financial information and documents provided by the Borrower to any non-government person or entity without the prior written consent of the Borrower.
 - (ii) If the Borrower believes or contends that any financial statements provided hereunder qualify as "trade secrets" exempt from disclosure under the Wisconsin Open Records Law, the Borrower shall:
 - A. Fill out a standard trade secrets designation form to be provided by the City, designating specific information or documents as "trade secrets" and agreeing to defend and indemnify the City, and to hold them harmless in the event of any future open records request asking for copies of such documents; and
 - B. Provide the City with two copies of such information -- a clean copy and a copy with the "trade secret" information redacted--for the City's files.

15. AFFIRMATIVE MUNICIPALITY COVENANTS. During the Terms of This Agreement, the City, at its expense, shall be responsible for:

- a) Enforcing the CED Loan documents and ensuring that the Borrower complies with all of its payment and other obligations thereunder;
- b) Promptly notifying the Department of any known Events of Default by the Borrower;

- c) Protecting the Department's rights and interests with respect to the Borrower's payments; and
- d) Complying with all of the contractual, statutory and administrative requirements set forth in this Agreement and the Implementation Handbook.

16. **ENTIRE AGREEMENT.** This Agreement and the accompanying loan documents, Promissory Note, Guaranties, and exhibits contain the entire Agreement of the parties concerning the City and Borrower's obligations under the terms and conditions of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the City, the Borrower and the Department.

17. **CHOICE OF LAW. THIS AGREEMENT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of the Agreement shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.

18. **VENUE; JURISDICTION.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE BORROWER HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE BORROWER OTHERWISE MIGHT HAVE RELATING THERETO.**

19. **WAIVER OF RIGHT TO JURY TRIAL. THE BORROWER HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BETWEEN THE CITY AND THE BORROWER CONCERNING THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE BORROWER HEREUNDER.**

20. **MISCELLANEOUS.**

- a) Notices to the Borrower hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Borrower may designate in writing:

«Company_name»
«Address»
«City_State__Zip»
Attn: «Contact_name_title»

- b) Notices to the City hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the City may designate in writing:

«Community»
«Address2»
«City2_State__Zip»
Attn: Clerk

- c) Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.
- d) Documents. All documents required to be delivered contemporaneously with the execution and delivery of this Agreement are expressly made a part of this Agreement as though completely herein, and all references to this Agreement herein shall be deemed to refer to and include all such documents.
- e) Agreement Controlling. In the event of any conflict or inconsistency between the Agreement and the exhibits hereto, the Terms of This Agreement shall control.
- f) Publications. Any publications or news releases issued by the City or the Borrower relating to this Project shall state that this Project was supported and financed by the CED program of the City.

21. **CAPTIONS.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

22. **AUTHORITY TO SIGN DOCUMENT.** The person(s) signing this Agreement on behalf of the Borrower certifies and attests that the Borrower's respective Articles of Incorporation, By Laws, Charter, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Borrower, on whose behalf they are executing this document.

IN WITNESS WHEREOF, the City and the Borrower have executed and delivered this Agreement effective the date set forth next to the Mayor's signature below.

CITY OF MIDDLETON WISCONSIN

By: _____ Date _____
Douglas Zwank, Mayor

«COMPANY_NAME»

By: _____ Date _____
«President_Name_Title»

By: _____ Date _____
«Secretary_Name_title»

By: _____ Date _____
«Clerk_name_title»

EXHIBIT A

Amount: \$«Loan__Amount_NUM_only»

PROMISSORY NOTE

FOR VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in consideration for the terms and conditions set forth in the City's Community Economic Development Agreement ("Agreement") between the City of Middleton ("City"), «Company_name» ("Borrower") also identified as CED Contract «Contract_number», the Borrower promises to pay the City the principal sum of «Loan_Amount», or so much thereof as may be advanced by the City, together with interest, in accordance with the terms and conditions hereinafter set forth.

1. **DEFINITIONS.** Terms used in this Promissory Note shall have the same meanings as in the Agreement.
2. **INTEREST RATE.** Except as otherwise provided herein, this Promissory Note shall bear interest on the unpaid principal balance at the annual rate of Four (4) percent, from the date of actual disbursement of the funds, or any portion thereof, to the Borrower until this Promissory Note is paid in full. Interest shall be computed based upon a 365-day year.
3. **TERM.** The term of this Note shall commence on the Effective Date with all principal, accrued interest and other amounts owed hereunder being due and payable not later than «Last_payment_date».
4. **DEFERRAL PERIOD.** The Borrower's payments of principal and interest hereunder shall be deferred until «M_1st_Payment__Date». All interest from the date of the City's first disbursement shall be paid in accordance with the terms of Paragraph 5.
5. **PAYMENT.** Commencing on «M_1st_Payment Date» and continuing on the first day of each consecutive month thereafter through and including «M_2nd_last_Payment», the Borrower shall pay this Promissory Note in «Number_of_Payments» equal monthly installments of \$«Payment_Amount» each; followed by a final installment on «Last_payment_date» which shall include all remaining principal, accrued interest and other amounts owed by the Borrower hereunder. Payments shall be applied first to interest accrued to date of receipt, and the balance, if any, to principal.
6. **TERMS OF PAYMENT.**
 - a) Time shall be of the essence as to the Borrower's payment of all principal, accrued interest, and other amounts owed hereunder, which shall be delivered to the City at the following address, or such other place or places as the City may designate, prior to the close of business on the due dates set forth above:

«Community»
«Address2»
«City2_State__Zip»
Attn: Clerk

- b) If the Borrower fails to pay any amounts owed within ten (10) calendar days of the date when due, then, from the date of default until such delinquent payment is paid in full, the Borrower shall pay the City interest on the delinquent payment at an annual rate of twelve (12) percent. The accrual and collection of such interest shall be in addition to and not in lieu of any other rights and remedies that the City may have under the Agreement, the Promissory Note, other loan documents, and applicable federal and state law.
 - c) The Borrower shall bear the entire risk of loss, theft, damage, destruction, or seizure of the Collateral. The Borrower shall be obligated to pay the principal, interest, and other amounts owed hereunder even if the Borrower is unable to use the Collateral or any portion thereof, because of loss, theft, damage, destruction, seizure, nonrepair, lack of maintenance, or any other reason.
 - d) All principal payments, interest and other amounts owed hereunder shall be paid by the Borrower regardless of any set off, counterclaim, recoupment, defense, or other rights which the Borrower may have against the City, the sellers of the Collateral, the contractors and subcontractors involved in making improvements to the Collateral, or any other party.
7. **“EVENT OF DEFAULT” DEFINED.** The term “Event of Default” shall have the meaning set forth in the Agreement.
 8. **REMEDIES IN EVENT OF DEFAULT.** Upon the occurrence of an Event of Default, the City shall have the remedies set forth in the Agreement.
 9. **NO PREPAYMENT PENALTY.** The Borrower shall have the right to prepay this Promissory Note, in whole or in part, at any time without penalty.
 10. **SECURITY AGREEMENT.** This Promissory Note and the Borrower’s obligations hereunder are secured by all existing and future security agreements and mortgages between the City and the Borrower, and any indorser of this Note, and between the City and any other person or entity providing collateral security for the Borrower’s obligations hereunder, and payment may be accelerated according to any of them.
 11. **CHOICE OF LAW. THIS PROMISSORY NOTE IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of this Promissory Note shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.
 12. **VENUE; JURISDICTION.** Any judicial action relating to the construction, interpretation, or enforcement of this Promissory Note, or the recovery of any principal, accrued interest, court costs, attorney’s fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE BORROWER HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT MAKER OTHERWISE MIGHT HAVE RELATING THERETO.**
 13. **CAPTIONS.** The captions in this Promissory Note are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

14. **WAIVER.** The City's failure to declare this Promissory Note in default or to otherwise enforce any of their respective rights or remedies shall not be deemed a waiver of its right to declare this Promissory Note in default and enforce its rights and remedies upon the occurrence of a future Event of Default. Nor shall the City's receipt and acceptance of any payment on this Promissory Note after the occurrence of an Event of Default constitute or be construed as a waiver of the default or the City's rights and remedies as a result of that default. No covenant, condition, or provision of this Promissory Note may be waived except with the City's express written consent.

15. **AGREEMENT INCORPORATED BY REFERENCE.** This Promissory Note is subject to all of the terms, conditions, covenants and promises set forth in the Agreement which is hereby incorporated by reference as if fully set forth herein.

16. **AUTHORITY TO SIGN DOCUMENT.** The person(s) signing this Agreement on behalf of the Borrower certifies and attests that the Borrower's respective Articles of Incorporation, By Laws, Charter, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Borrower, on whose behalf they are executing this document.

IN WITNESS WHEREOF, the undersigned Borrower has executed and delivered this Promissory Note as of the dates set forth below.

«COMPANY_NAME»

By: _____ Date _____
«President_Name_Title»

By: _____ Date _____
«Secretary_Name_title»

SEMI-ANNUAL PROJECT REPORT FOR THE CDBG-ED PROGRAM

This report is due within 30 days of each semi-annual period as defined in the Reporting Section of your Agreement with Commerce

NAME OF PROJECT: «Company_name» «Community»	CONTRACT #: CDBG-ED FY0«Contract_number»	FOR SEMI-ANNUAL PERIOD ENDED: <input type="checkbox"/> June 30, _____ <input type="checkbox"/> December 31, _____
BUSINESS FISCAL YEAR END:	LOAN REPAYMENTS ARE: <input type="checkbox"/> In Deferral <input type="checkbox"/> Current <input type="checkbox"/> Past Due (Attach Explanation)	

PROJECT INFORMATION	
Total Budgeted Project Cost per Agreement (not including Community's funds for Administration)	«Total_Project_Bud get»
Total CDBG-ED Funds Spent to Date (not including Community's funds for Administration)	
Total Match Funds Spent to Date	
Total Project Funds Spent to Date	

FULL-TIME POSITIONS INFORMATION	
Total Number of Full Time Positions to be Retained per Agreement	«Exist_PositionNUM»
Total Number of Full Time Positions to be Created per Agreement	«New_positionsNUM»
Total Number of Full Time Positions to be Retained and Created per Agreement	!Undefined Bookmark, EXIST_POS
Actual Number of Full Time Positions Retained and Created as of the End of this Semi-Annual Period	

FINANCIAL INFORMATION
Please indicate which financial statements are being submitted with this report as required in the Agreement. <input type="checkbox"/> Interim Dated _____ <input type="checkbox"/> Fiscal Year End Dated _____

EMPLOYEE INFORMATION
<input type="checkbox"/> A Copy of Page 1 of the most recent UC 101 Report is attached.
For Semi-Annual Reporting periods ending December 31: Please submit the Business's Federal Equal Opportunity Report (EEO-1)
<input type="checkbox"/> Exempt from filing EEO-1 <input type="checkbox"/> Most recent EEO-1 is attached <input type="checkbox"/> N/A because this report is for the Semi-Annual Reporting period ending June 30
Position Openings have been posted with the Department of Workforce Development, Job Service and/or Private Industry Council <input type="checkbox"/> Yes <input type="checkbox"/> No (if no, attach explanation)

SIGNATURE:	
I certify the information in this report is correct. Signature of Business Representative/Date	Commerce Review Initials