

FOR OLD NATIONAL BANK INTERNAL PURPOSES ONLY: PLEASE CONTACT
COMMERCIAL LOAN FULFILLMENT AT comldocprep@oldnational.com IN THE EVENT
THIS LETTER OF CREDIT IS PRESENTED TO YOU.

IRREVOCABLE STANDBY LETTER OF CREDIT

Applicant: CAROLINE HEIGHTS APARTMENTS LLC

Beneficiary: VILLAGE OF ELM GROVE

Issuance Date: _____, 2023

Standby Letter of Credit No.:

Maximum Amount: US \$_____ (United States Dollars)

Expiry Date: _____, 20__

At the request of Applicant, we hereby issue in favor of Beneficiary our Irrevocable Standby Letter of Credit which is available three (3) Business Days after presentation by Beneficiary of: (i) its fully completed and signed sight draft in the form of Exhibit A attached hereto, (ii) the original of this Irrevocable Standby Letter of Credit (“Letter of Credit”) for our endorsement of our payment of such draft, and (iii) a fully completed and signed certificate in the form of Exhibit B hereto certifying, among other things:

That [Applicant Name] has defaulted in its obligation to Beneficiary under that certain Development Agreement between Beneficiary and Applicant dated [Date].

(collectively, the “Required Documents”).

You may present to us [one or more] demands for payment under this Letter of Credit prior to the Expiry Date in an amount not to exceed the Maximum Amount of the Letter of Credit then in effect.

Demand for payment may be made by you under this Letter of Credit prior to the Expiry Date at any time during our business hours by presenting the original Required Documents in person to Old National Bank, Attn: Nicole Willoughby, 511 N. Broadway Street, Suite 802, Milwaukee, Wisconsin 53202 on a day (herein called a “Business Day”) on which we are open for the purpose of conducting commercial banking business. If demand for payment is made by you hereunder prior to 12:00 p.m., Milwaukee, Wisconsin time, on a Business Day, and provided that such demand for payment and the Required Documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount demanded, in immediately available funds, not later than 4:00 p.m., Milwaukee, Wisconsin time, on the third Business Day thereafter, by wire transfer as indicated in your demand.

If demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported negotiation was not effected in accordance with the terms and conditions of this Letter of Credit stating the reasons therefor and that we are holding any documents at your disposal or are returning the same to you, as we may elect. Upon being notified that the purported negotiation was not effected in

accordance with the Letter of Credit, you may attempt to correct any such nonconforming demand for payment if and to the extent that you are able to do so and provided that such full performance is accomplished on or before the Expiry Date.

Multiple drawings may be made under the Letter of Credit, but the aggregate of all drawings under this Letter of Credit shall in no event exceed the Maximum Amount.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. This Letter of Credit cannot be modified without the consent of us and you.

This Letter of Credit is not assignable or transferrable and may be drawn upon only by the Beneficiary.

This Letter of Credit shall be deemed to be a contract made under the law of the State of Wisconsin, and shall be governed by and construed in accordance with the law of the State of Wisconsin, without regard to principles of conflicts of law.

Very Truly Yours,

OLD NATIONAL BANK

By: _____

Printed: _____

Title: _____

EXHIBIT A
SIGHT DRAFT

Date: _____

Letter of Credit No.: _____

FOR VALUE RECEIVED

Pay at Sight to: VILLAGE OF ELM GROVE (Beneficiary)

U.S. _____ Dollars (U.S. \$_____).

Charge to account of CAROLINE HEIGHTS APARTMENTS LLC (Applicant)

Drawn under _____
Irrevocable Standby Letter of Credit No. ____
dated _____, 20__ (the "Letter of Credit")

TO:

The sum drawn does not exceed the Maximum Amount available to be drawn thereunder as provided in the Letter of Credit.

Terms defined in the Letter of Credit have the same meaning as the terms when used herein.

VILLAGE OF ELM GROVE
(Beneficiary)

By: _____

Printed: _____

Title: _____

EXHIBIT B

_____, 20__

TO: OLD NATIONAL BANK

Re: Irrevocable Standby Letter of Credit No.

Ladies and Gentlemen:

The undersigned is the beneficiary (the "Beneficiary") of the Irrevocable Standby Letter of Credit No. _____ dated _____, 20__ (the "Letter of Credit") issued by you for the account of CAROLINE HEIGHTS APARTMENTS LLC (the "Applicant").

The undersigned hereby certifies as follows:

1. That [*Applicant Name*] has defaulted in its obligation to Beneficiary under that certain [*Type of Agreement*] Agreement dated [*Date*].
2. The amount demanded hereunder does not exceed the Maximum Amount available to be drawn thereunder as presently provided in the Letter of Credit.
3. The undersigned is an authorized representative of the Beneficiary.

Please wire transfer the amounts paid hereunder to the undersigned as follows:

Terms defined in the Letter of Credit have the same meanings when used herein.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by its duly authorized officer this _____ day of _____, 20__.

Sincerely,

VILLAGE OF ELM GROVE
(Beneficiary)

By: _____

Printed: _____

Title: _____