

**CITY OF MANITOWOC TID NO. 15
HARBOR TOWN CENTER
DEVELOPMENT AGREEMENT WITH
DOWCO, INC.**

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT made this day of July, 2017, by and between the CITY OF MANITOWOC, a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220 (hereinafter "City") and DOWCO, INC., a Wisconsin corporation, with its principal place of business located at 4230 Clipper Dr., Manitowoc, WI 54220 (hereinafter "DEVELOPER"),

WITNESSETH:

WHEREAS, the CITY is interested in encouraging new development, eliminating blight, retaining and expanding existing business in the CITY; and

WHEREAS, the CITY, pursuant to Wis. Stat. §66.1105, created Tax Incremental District No. 15, Harbor Town Center, hereinafter "TID No. 15", on the 20th day of May, 2002 through the adoption of a Resolution and approved the Project Plan for TID No. 15 (hereinafter "Project Plan"), which Project Plan, as so approved, and as may be amended from time to time, is on file at the CITY; and

WHEREAS, the CITY has created the Harbor Town Center TID No. 15 for the purpose of spurring redevelopment and promoting economic development; and

WHEREAS, DEVELOPER wishes to consolidate and relocate its business currently located in Hoyt Lakes, Minnesota to its business located on a parcel with a street address of 4230 Clipper Dr., Manitowoc, WI 54220 and a tax parcel no. of 448-007-000 (hereinafter "Development Site") with the expansion of its existing facility by the addition of 26,500 square feet, and;

WHEREAS, the CITY, using tax incremental financing, can assist DEVELOPER by providing funds for business assistance under certain specific terms and conditions; and

WHEREAS, the CITY believes that development and expansion of the Development Site is in the best interests of the CITY and its residents and in accordance with the public purposes and conditions of applicable state and local laws and the standards under which TID No. 15 was undertaken and implemented; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the CITY and DEVELOPER in order to cause the construction and development of said improvements in the CITY.

NOW, THEREFORE, it is agreed as follows:

I. COMMITMENTS OF PARTIES

In consideration of the conditions set forth below, the CITY shall utilize funds from the tax increment program of TID No. 15 in the amounts and for the purposes specified below to assist in the construction and installation of Development Site improvements as well as those other specific activities set forth below.

A. CITY OBLIGATIONS

In consideration of the obligations of DEVELOPER and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the CITY shall:

1. Provide and reimburse to DEVELOPER a grant (the "Direct Business Assistance Grant") of \$498,000. The Direct Business Assistance Grant shall be used by DEVELOPER solely for the purposes of project costs as set forth below and consistent with Wis. Stats. §66.1105(2)(f) in connection with the expansion of the facilities on the Development Site. Project costs funded through the Direct Business Assistance Grant shall be reimbursed to

DEVELOPER upon execution of this Agreement as deemed adequate by the CITY for compliance with state law and as set forth below:

a. Up to \$249,000 shall be reimbursed to DEVELOPER for public or private utility or other infrastructure improvements, building construction, site preparation, architectural or engineering design fees, purchase and installation of fixtures (including machinery and equipment), or other eligible building improvement related costs. Uses of funds may include the actual cost for a period not to exceed 12 months for rental of warehouse space up to a maximum reimbursement of \$48,000. The lease entered into by DEVELOPER shall be approved by the CITY prior to execution and occupancy.

b. Up to \$249,000 shall be reimbursed to DEVELOPER after the hiring of 19 additional employees.

c. Funds shall be reimbursed to DEVELOPER upon compliance with Article I, Section B, Paragraph 3 below.

2. Use its best efforts and assist, at no monetary cost to the CITY, DEVELOPER'S efforts for funding, training, and data resources including, but not limited to, Manitowoc Public Utilities Economic Development Revolving Loan Fund, Wisconsin Economic Development Corporation Tax Credits, and Workforce Advancement Training grants as may be needed and requested by DEVELOPER.

3. Lend up to \$350,000 in the form of a Industrial Equipment Revolving Loan subject to application program requirements, including job creation, collateralization, matching funds, availability of loan funds, and approval by applicable loan committee(s).

B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the CITY as, the sufficiency and receipt of which is acknowledged, DEVELOPER shall:

1. Construct a new, non-tax exempt addition of 26,500 square feet to its existing facility on the Development Site, with construction costs paid by DEVELOPER of not less than \$2,250,000. Said addition shall be completed by DEVELOPER on or before December 31, 2017. Construction costs to be paid by DEVELOPER include but are not limited to the building, clearing, excavating, paving, and landscaping, all on the Development Site.

2. Provide the CITY Clerk with copies of documentation demonstrating construction costs incurred by DEVELOPER of the construction set forth in Article I, Section B, Paragraph 1. If the DEVELOPER does not provide documentation demonstrating the construction costs at or in excess of \$2,250,000 by December 31, 2017, the CITY will require the DEVELOPER to reimburse the City the difference between the agreed upon construction costs stated above and the submitted construction cost documentation.

3. Retain 68 full-time positions at the facility on the Development Site and shall create at least 36 full-time positions at the facility for a minimum of 104 full-time positions at the facility on the Development Site by December 31, 2019 and shall maintain/retain such positions until December 31, 2024.

4. Retain the corporate headquarter operations and the production operations proposed under this Agreement in the City of Manitowoc until December 31, 2029.

a. "Full-time positions" shall mean any full-time equivalent employment positions in which employees are paid the equivalent of 2,080 hours per year, including overtime, paid leave time and holiday time.

b. The job commitment to create new full-time positions shall include jobs

transferred to the Development Site from outside Manitowoc County, including locations in the State of Minnesota.

c. During the term of the job assurances in this agreement, the DEVELOPER shall, provide to the CITY the following job information on the last business day of March, June, September, and December:

- i. Employee identification (by name or number).
- ii. Date hired.
- iii. Position filled.
- iv. Hours paid.

The above information as related to individual employees shall be considered confidential and so held by the CITY to the extent permitted by law.

5. If the DEVELOPER fails to fulfill its job assurances, DEVELOPER shall reimburse the CITY \$13,833.00 for each new full-time position not created and/or maintained as set forth in Article I, Section B, Paragraph 3 above, within 30 days of demand from the CITY. Upon DEVELOPER'S failure to pay within 60 days of demand for payment, the CITY may additionally secure payment under the provisions of Article II, Section B, Paragraph 2.

6. During the term of this Agreement, DEVELOPER shall grant to the CITY, at no cost to the CITY, all reasonable easements necessary for construction and maintenance of public improvements, infrastructures, and utilities on the Development Site

7. Prior to construction of the addition to the building on the Development Site DEVELOPER shall submit to the CITY for approval a site plan showing, by way of illustration without limitation, the proposed addition, landscaping and green space or buffer zone as required by all as required by CITY ordinances.

II. GENERAL REQUIREMENTS

A. EFFECTIVE DATE

This Agreement shall be effective on the date it is last executed by the authorized representatives of the parties, as evidenced below.

B. SECURITY

1. Insurance. Following the Closing, DEVELOPER shall provide a copy of the required insurance certificates to the CITY, care of the City Clerk. DEVELOPER should provide builder's risk insurance for the duration of the construction period. DEVELOPER shall maintain insurance on the improvements on the Development Site in an amount not less than the full replacement value for fire, casualty, and external damage coverage, naming the City as an additional insured on all equipments utilized as security for funding under this or successor agreements. DEVELOPER shall provide subsequent renewal insurance certificates to the CITY on an annual basis for the term of this Agreement. In the event the improvements are damaged or destroyed, the proceeds from the insurance shall be payable to DEVELOPER and shall be applied toward the reconstruction of such improvements so damaged or destroyed. Reconstruction of the improvements must be commenced within six months of the destruction or damage, and substantially completed within one year from the same and with said construction to be a similar, non-tax exempt facility on the Development Site.

2. As security for compliance with the requirements of Article I, Section B, paragraph 5, the CITY may at its sole option demand and collect immediate payment from and under that Guaranty Agreement attached and incorporated as Exhibit .

3. Guarantee. If DEVELOPER does not complete compliance with the conditions set forth in Article I, Section B, paragraphs 1 through 4, then the CITY, at its sole option, may seek compliance under the Guaranty Agreement dated .

C. SALE/ASSIGNMENT LIMITATION

In addition to any other limitation on assignment or sale of the Development Site or any portion thereof and prior to termination of this Agreement, if DEVELOPER intends to sell, transfer, or convey the Development Site to any person or entity in any manner or in any manner which would render the Development Site exempt from property taxation, then DEVELOPER shall obtain the express written consent of the CITY for such sale, transfer, or conveyance. Should DEVELOPER sell, transfer, or convey the Development Site for the term of this Agreement, DEVELOPER'S obligations shall be released and discharged only upon approval by the CITY of the buyer, transferee, and grantee as substitute grantor.

D. DEFAULT

A default is defined as either party's breach of, or failure to comply with, the terms of this Agreement.

1. Remedies on Default. In the event of any default in or breach of this Agreement by any party, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within 30 days after receipt of written notice of default from the other, (or provided the defaulting party is diligently pursuing a cure, such longer time as is necessary to complete the cure upon written approval of the other party). In case such action is not taken or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach. If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees, which include any time incurred by the City's in house legal counsel and staff. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Remedies include, but

are not limited to:

(a) Charging DEVELOPER on all amounts due to the CITY not paid by the due date as provided above, interest at the rate of eighteen percent (18%) per annum from the due date until the date the unpaid amounts are paid in full;

(b) Utilizing any or all of the items of security provided in Article II, Section B above at the CITY's discretion; and

(c) All other remedies available at law or in equity.

2. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party. No waiver made by either party with respect to performance or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of any party making the waiver or any other obligations of any other party.

E. TERM

The term of this Agreement commences on the date of execution, and shall terminate on December 31, 2029.

F. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By certified mail, return receipt requested at:

DEVELOPER: DOWCO, INC.
c/o John Donovan
401 Ranger Street
Mosinee, WI 54455

CITY: CITY OF MANITOWOC
c/o Community Development Director
900 Quay Street
Manitowoc, WI 54420

WITH COPY TO: CITY OF MANITOWOC
c/o City Clerk
900 Quay Street
Manitowoc, WI 54220

2. By giving the document or written notice personally to the party.

G. MISCELLANEOUS PROVISIONS

1. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. Failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act.

2. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the CITY and DEVELOPER.

3. Entire Agreement. This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between DEVELOPER and the CITY.

4. Time. Time is of the essence as to all dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by or results from civil disasters or acts of

God. It being the intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of the party shall be extended for the period of the delay as determined by the other party, provided that the party seeking the extension due to the delay shall have first notified the other party thereof and requested an extension of the period of the delay.

5. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

6. Immunity. Nothing contained in this Agreement constitutes a waiver of the CITY'S sovereign immunity under applicable law.

7. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Manitowoc County, Wisconsin. DEVELOPER expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.

8. Further Assurances and Corrective Instruments. The CITY and DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the express intentions of this Agreement.

9. Consent of Mortgagee. Consent of Mortgagee as set forth herein below shall be executed prior to a mortgage placed on the Development Site or at the time of the execution of this Agreement by DEVELOPER if one is currently in place on the Development Site.

10. Authority. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding, and legally enforceable obligation of itself.

11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

12. Recordation. The CITY shall record a memorandum of this Agreement in the Register of Deeds Office for Manitowoc County, Wisconsin. All costs of recording shall be paid by the DEVELOPER.

12. Effective Date. This Agreement shall be effective as of the date and year first written above.

[DOCUMENT CONTINUES ON NEXT PAGE]

WITNESS WHEREOF, the parties have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make these commitments, and intend them to be binding upon their respective entities and to execute this Agreement on their behalf.

DOWCO, INC.

By: _____
Charles M. Webster Jr., President

By: _____
David P. Behnke, Chief Financial Officer

CITY OF MANITOWOC

By: _____
Jusin M. Nickels, Mayor

Attest: _____
Deborah Neuser, City Clerk

CONSENT OF MORTGAGEE TO AGREEMENT

The undersigned, being the Mortgagee of the real estate subject to this Agreement, by virtue of that certain Real Estate Mortgage from _____ to _____, dated _____, recorded _____, as Document No. _____ in the Office of the Register of Deeds for Manitowoc County, Wisconsin (the "Prior Mortgage"), does hereby (1) consent to the terms of this Agreement and (2) subordinate the Prior Mortgage to the Agreement. The undersigned agrees that, in the event of default of the Prior Mortgage, any purchaser of the property described in the Prior Mortgage will take title to the same subject to this Agreement as if this Agreement had been recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin, prior to the recording of the Prior Mortgage.

IN WITNESS WHEREOF, _____ has caused this instrument to be executed this _____ day of _____, 2017.

_____,
a Wisconsin banking corporation

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

This instrument was acknowledged before me this _____ day of _____, 2017, by _____, _____ of _____.

_____, Notary Public
My Commission Expires: _____

**GUARANTY AGREEMENT
CITY OF MANITOWOC TID NO. 15
HARBOR TOWN CENTER
DOWCO, INC.**

THIS GUARANTY AGREEMENT (“Guaranty”) dated as of this ____ day of June, 2017, is from each individual shareholder from DOWCO, INC., a Wisconsin corporation (“GUARANTOR”), to and for the benefit of the CITY OF MANITOWOC, a Wisconsin municipal corporation (“CITY”).

RECITALS

A. The City has agreed to provide a Direct Business Assistance Grant (“Grant”) to DOWCO, INC., pursuant to that certain Development Agreement dated as of _____, 20__ by and between DOWCO, INC. and the CITY, as may be amended, supplemented, restated or otherwise modified from time to time (the “Development Agreement”).

B. The proceeds of the Grant will be used by DOWCO, INC. to provide reimbursement for lease payments and other project costs as more fully set forth in the Development Agreement and pursuant to Wis. Stats. §66.1105(2)(f). As such, the Guarantor will derive substantial direct and indirect benefit from the Grant made by the CITY to DOWCO, INC. Moreover, the Grant is being made by the CITY to enable the creation, retention and maintenance of employment opportunities as more fully set forth in the Development Agreement.

C. It is a condition precedent to the CITY’s obligation to make the Grant pursuant to the Development Agreement that Guarantor shall have executed and delivered this Guaranty to the CITY.

AGREEMENTS

In consideration of the recitals and to induce the CITY to enter into the Development Agreement and make the Grant thereunder, Guarantor hereby agrees for the CITY’s benefit as follows:

1. Capitalized Terms. Capitalized terms used in this Guaranty shall have the meanings ascribed to them in the Development Agreement.

2. Unlimited, Irrevocable Guaranty. Guarantor hereby unconditionally and, except as otherwise provided herein, irrevocably guarantees to CITY and its respective successors, indorsees, transferees and assigns, the prompt and complete performance and payment to the CITY. All payments by Guarantor shall be paid in lawful money of the United States of America.

3. Absolute, Continuing Guaranty. This Guaranty is absolute, continuing and independent and shall not be affected, diminished, released or revoked for any reason whatsoever including, but not limited to, the following:

(a) Any invalidity, irregularity, illegality or unenforceability of the Development Agreement, this Guaranty or any portions thereof;

(b) Any failure or lack of diligence by the CITY to pursue collection or enforcement of the Development Agreement against DOWCO, INC.;

(c) Any renewal, extension, acceleration or change in the terms for payment of amounts owed under the Development Agreement or the Grant;

(d) Any modifications, amendment, waiver or other change of the terms of the Development Agreement or the Grant;

(e) Any judicial, arbitral, administrative or governmental action or proceeding affecting Guarantor, DOWCO, INC., the Development Agreement or this Guaranty including, without limitation, the release or discharge of DOWCO, INC.'s obligations or the rejection or disaffirmance of the Grant;

(f) Any disability or any legal, equitable or surety defense, or any cessation of the liability of DOWCO, INC. or Guarantor;

(g) Any assignment or transfer of DOWCO, INC.'s rights under the Development Agreement;

(h) Any disallowance of the CITY's rights and claims against DOWCO, INC. or Guarantor under the United States Bankruptcy Code, as amended, or under any other similar federal, state or local law, rule, regulation or ordinance;

(i) Any waiver of any claim or defense that this Guaranty is no longer effective, in force, valid or enforceable in the event there is a change in organizational structure or status of DOWCO, INC., whether by merger, consolidation, reorganization or otherwise;

(j) The voluntary or involuntary liquidation of, dissolution of, sale or other disposition of all or substantially all the assets of, cessation of business of, marshaling of assets and liabilities of, receivership of, financial decline of, insolvency of, bankruptcy of, assignment for the benefit of creditors of, reorganization of, arrangement of, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantor or DOWCO, INC. or any of their assets or any allegation or contest of the validity of this Guaranty, or the disaffirmance or attempted disaffirmance of this Guaranty, in any such proceedings; or

(k) Any other circumstance which might otherwise constitute a defense or a discharge of DOWCO, INC. or Guarantor.

4. Waivers. As a further inducement to the CITY and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor irrevocably:

(a) Waives, disclaims or relinquishes any and all claims, whether based in equity or law, whether by contract, statute or otherwise, that Guarantor now or hereafter may have against CITY or DOWCO, INC., including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim or remedy of DOWCO, INC. against the CITY;

(b) Waives diligence, presentment, demand for payment, filing of claims with a court in the event of bankruptcy of Guarantor, protest and notice of any default or nonperformance by Guarantor or DOWCO, INC.;

(c) Waives any right Guarantor otherwise might have to require CITY to first proceed and exhaust its remedies against DOWCO, INC. or any other guarantor or any other security for the payments and obligations guaranteed hereunder or to pursue any other remedy that may be available to the CITY (whether at law or in equity);

(d) Waives any defenses arising from or relating to:

(i) Any disability or other affirmative defense of DOWCO, INC. or Guarantor;

(ii) Any lack of authority of DOWCO, INC. to enter into the Development Agreement or of Guarantor to enter into this Guaranty; or

(iii) Any invalidity or illegality of the Development Agreement or this Guaranty;

(e) Waives any and all other defenses, including legal, equitable, surety and affirmative defenses, offsets and counterclaims that Guarantor now or hereafter may have against CITY;

(f) Waives notice of acceptance of this Guaranty and all notice of the creation, extension or accrual of any obligations; and

(g) Waives notice of acceleration of this Guaranty and notice of acceleration of the payments under the Development Agreement or Grant.

5. Primary Liability of Guarantors. This Guaranty constitutes a guarantee of payment and performance and not of collection. Accordingly, the CITY may enforce this Guaranty against Guarantor without first making demand or instituting collection proceedings. Guarantor's liability is hereby declared to be primary and not secondary. Guarantor shall not be entitled to satisfy this Guaranty by contributing ratably with any other guarantor or otherwise paying less than the entire unpaid indebtedness comprising the obligations.

6. Subordination. Guarantor hereby subordinates any claims, demands and causes of action that Guarantor now or hereafter may have against CITY for the payment of the Grant.

Guarantor further agrees not to assign all or any part of such indebtedness unless the CITY is given prior notice and such assignment is expressly made subject to the terms of this Guaranty.

7. Continuing Guaranty. This is a continuing Guaranty and shall not be revoked or terminated by Guarantor so long as any obligation under the Development Agreement remains unpaid. Guarantor hereby acknowledges and agrees that this continuing Guaranty applies to and covers any and all future alterations, changes and modifications to the Development Agreement regardless of whether such alterations, changes and modifications are agreed to by Guarantor.

8. Authority to Change and Modify Agreement. Guarantor hereby authorizes DOWCO, INC, without notice or demand to Guarantor and without affecting Guarantor's liability hereunder:

(a) To change the amount, timing or manner of payments under the Development Agreement;

(b) To change any of the terms and conditions of the Development Agreement;

(c) To assign to another party the Development Agreement and each successive assignee may enforce this Guaranty for its benefit with respect to the interests so assigned; and

(d) To receive and hold additional collateral or security for repayment of amounts due CITY under the Development Agreement and the Grant; to realize upon such collateral or security; and to direct the order or manner of sale thereof.

9. Warranties and Representations by Guarantor. To induce the CITY to accept this Guaranty and enter into the Development Agreement with DOWCO, INC., Guarantor hereby warrants and represents that:

(a) Guarantor has read, fully understands and agrees to all of the terms and conditions set forth in this Guaranty;

(b) This Guaranty is valid and binding on Guarantor and enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization or other similar laws affecting generally the enforceability of the rights of creditors;

(c) Guarantor is financially solvent and able to comply with all the terms and conditions set forth in this Guaranty;

(d) The financial statements and other information provided by the Guarantor to CITY are complete and accurate, and may be relied upon by CITY in deciding whether to accept this Guaranty. No material adverse change in the financial condition of Guarantor has occurred since the date of the most recent financial statements relating to Guarantor received by the CITY;

(e) Guarantor does not have any material liabilities, direct or contingent, except as referred to or reflected in the financial statements relating to Guarantor submitted to the CITY.

There is not litigation, legal or administrative proceeding, investigation or other action of any nature pending or, to the knowledge of Guarantor, threatened against Guarantor.

(f) Guarantor has filed or caused to be filed all tax returns and reports required to be filed and has paid all taxes, assessments, fees and other governmental charges levied upon Guarantor;

(g) Guarantor is not in default under any indenture mortgage, deed of trust, credit agreement, note, agreement or other contract to which Guarantor is a party or by which Guarantor is bound, except for any such default that would not, individually or in the aggregate, have a material adverse effect on the financial condition of Guarantor; and

(h) The warranties and representations set forth herein are complete and accurate as of the date of this Guaranty, and shall survive the execution of this Guaranty.

10. Costs, Expenses and Interest. Guarantor agrees to pay all collection costs and expenses including, without limitation, court costs, reasonable legal fees, that hereafter may be incurred by the CITY in connection with enforcement of or collection of amounts owed by the CITY or Guarantor under the Development Agreement or this Guaranty.

11. Financial Statements. For so long as Guarantor shall have any obligations or liability under the Development Agreement or this Guaranty, Guarantor hereby agrees to deliver to the CITY:

(a) A current, sworn financial statement within ninety (90) days after the end of each calendar year and as requested more frequently by the CITY from time to time, prepared in accordance with Generally Accepted Accounting Principles;

(b) Such other financial information concerning the Development Agreement as the CITY may reasonably request from time to time; and

(c) Prompt written note of the occurrence of any material adverse change in the financial condition of Guarantor.

12. Events Requiring Performance. Upon the occurrence of any of the following events, Guarantor shall immediately, after written demand thereof, pay to CITY an amount equal to all sums paid by the CITY of the Grant and CITY shall be entitled to enforce the provisions hereof and to exercise any other rights, powers and remedies provided hereunder:

(a) An event of default occurs under the Development Agreement;

(b) Guarantor fails to perform or observe any agreement, covenant or provision contained in this Guaranty within five (5) days after written demand by the CITY;

(c) Any warranty, representation or other statement by or on behalf of Guarantor contained in this Guaranty is false or misleading in any material respect;

(d) Guarantor files a petition seeking relief under any provision of the United States Bankruptcy Code or any State equivalent thereof; or

(e) The occurrence of any event that would permit the CITY to accelerate all or any part of the Obligations but acceleration thereof is prevented by law, court order or otherwise.

13. Remedies. No remedy herein conferred upon or reserved to the CITY is intended to be exclusive of any other available remedy or remedies but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity or by statute or by contract.

14. Entire Agreement. This document contains the entire agreement of the parties concerning Guarantor's personal guaranty of the DOWCO, INC.'s obligations under the Development Agreement. This Guaranty may not be amended, modified or altered except in writing signed by Guarantor and CITY. This Guaranty benefits the CITY, and its successors and assigns, and binds Guarantor, and its heirs, successors, personal representatives and permitted assigns; provided, however, that Guarantor may not assign or delegate its obligations under this Guaranty. There are no other agreements or understandings between CITY and Guarantor.

15. Joint and Several Liability. Where the Development Agreement is secured by more than one guaranty, each guarantor is jointly and severally liable for the Development Agreement obligations of DOWCO, INC. to the CITY. The CITY may proceed in its sole discretion against all or any guarantors including Guarantor for all or any of the amounts guaranteed.

16. Choice of Law. This guaranty shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, without regard to conflicts of laws principles. If any provisions of this Guaranty 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 of this Guaranty.

17. Venue; Jurisdiction. Any judicial action relating to the construction, interpretation or enforcement of this Guaranty, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in Manitowoc Circuit Court in Manitowoc, Wisconsin.

18. Waiver of Right to Jury Trial. GUARANTOR HEREBY WAIVES GUARANTOR'S RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN CITY AND GUARANTOR CONCERNING THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS GUARANTY, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY GUARANTOR HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

19. Limitation of Liability. GUARANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM CITY ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY GUARANTOR.

20. Severability. If a court of competent jurisdiction determines that any of the terms or provisions of this Guaranty are invalid or prohibited by applicable law, that term or provision shall be ineffective but only to the extent required to make it lawful. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Guaranty without invalidating the remainder of the provisions of this Guaranty.

21. Notices. Any notice to be given pursuant to this Guaranty shall be deemed given and sufficient if in writing, when personally delivered or three days after being deposited in the U.S. mail, postage prepaid, by Registered or Certified mail, or when deposited with Federal Express, United Parcel Service or Airborne Express (or other reputable courier service) for delivery by overnight mail, or when sent by facsimile actually received by the receiving facsimile machine, in the case of the Guarantor, to:

In the case of Guarantor to:

(INSERT GUARANTOR CONTACT INFORMATION)

and, in the case of CITY to:

(INSERT CITY CONTACT INFORMATION)

or to such other address or facsimile number as the Guarantor or CITY may designate by notice to the other given in accordance with this Section.

22. Captions. The captions of this Guaranty are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

SIGNATURE PAGE FOLLOWS. .

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty:

Name

Date

If married, Guarantor must sign again below:

Guarantor, being married and a Wisconsin resident, hereby represents that the obligations of this Guaranty are incurred in the interest of the marriage or family.

Name

Date