

EXHIBIT "A"

PROMISSORY NOTE

\$103,155 City of La Crosse, Wisconsin
October _____, 2015

FOR VALUE RECEIVED, State & West, LLC, with its address at 119 N. 19th Street, La Crosse, Wisconsin 54601, hereinafter referred to as the "Debtor," promises to pay to the order of the City of La Crosse, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601, hereinafter referred to as the "City," at the City's said address, or at such other place or places as may from time to time be designated in writing by the holder hereof, the principal sum of up to One Hundred Three Thousand, One Hundred and Fifty-Five Dollars (\$103,155) principal in lawful money of the United States of America, together with interest thereon at rates in accordance with the schedule set forth below until said principal sum and interest shall have been paid in full.

Principal and interest shall be payable as follows:

- (a) Combined equal installments of principal and interest at the applicable rate set forth in the schedule below on such amount as would amortize the entire principal sum over a period of ten (10) years shall be payable to the City by the Debtors. Interest (calculated on a 365-day year), at the said annual rate prescribed below, shall commence to accrue the first day of the calendar month following the first disbursement of funds.

Payment of interest shall be made commencing on the first day of the calendar month following the first disbursement, the first (1st month, and every first day of succeeding calendar months through the sixth (6th) month.

Payments of principal and interest shall be made commencing on the first day of the seventh (7th) month following the first disbursement, and every first day of succeeding calendar months through the one hundred and twentieth (120th) month.

- (b) The schedule of Debtors' payments to the City is as follows:

Months one (1) through six (6): Equal monthly payments of interest based on a two (2) percent annual interest rate, calculated on the total of funds drawn to amortize the entire loan amount over a period of ten (10) years, months one (1) through one hundred and twenty (120).

Months seven (7) through one hundred and twenty (120): Equal monthly payments of principal and interest based on two (2) percent annual interest rate, calculated on the total of funds drawn to amortize the entire loan amount over a period of ten (10) years, months one (1) through one hundred and twenty (120).

Nothing contained herein between the parties, nor any act of the City or any of the parties, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, of principal or agent, of limited or general partnership, of joint venture, or of any association or relationship involving the City or the State of Wisconsin.

If any payment of principal or interest hereunder shall become due and payable on a Saturday, Sunday, or a legal holiday, such payment shall be deemed due and shall be made on the next succeeding business day.

This Note may be prepaid in whole or in part at any time without premium or penalty and without notice prior to its maturity date.

All notices, requests, demands, consents, approvals, statements, and other communications which may or are required to be served, submitted, or given hereunder, (for the purpose of this paragraph collectively called "Notices"), shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the person or entity to receive such Notice at its address first above set forth or to such other address or addresses as either the Debtors or the holder hereof shall have designated in writing.

A copy of all notices to the City shall be sent concurrently to: City Planning Department, City Hall, 400 La Crosse Street, La Crosse, Wisconsin 54601.

Notices shall be deemed given one business day (excluding Saturdays, Sundays, and legal holidays) after the date so mailed.

This Note may not be changed, modified, or discharged orally, but only by an agreement in writing signed by the party or parties against whom enforcement of any change, modification, or discharge is sought.

This Note is made and issued pursuant to a certain Upper Floor Renovation Program Loan and Development Agreement dated October _____, 2015 between the City of La Crosse, Wisconsin and the Debtor.

This Note and the Upper Floor Renovation Program Loan and Development Agreement and all other documents executed in connection therewith or herewith have been made, executed, and delivered in the State of Wisconsin, and it is agreed that this Note and the Upper Floor Renovation Program Loan and Development Agreement and all other documents and transactions in any way relating to any of the foregoing, shall be construed in accordance with, and the validity and enforceability of the terms and conditions thereof shall be determined by the laws of the State of Wisconsin applicable to contracts made and entirely to be performed within such State.

In the event of default hereunder, City may give written notice thereof to Debtor whereupon Debtor shall have a period of ten (10) days during which to secure such default before City may proceed to foreclose on the State Trust Fund Loan, collect upon guarantees, or otherwise take such actions as City shall have available to it.

As an additional guaranty for performance of this agreement, Debtor shall personally guaranty the performance of this agreement.

WITNESS:

Marvin Wanders, Partner

State & West, LLC

STATE OF WISCONSIN)

) ss.

COUNTY OF La Crosse)

Personally came before me, this _____ day of October, 2015, the above named representative of State & West, LLC, to me known to be the persons who executed the foregoing as their own free act and deed.

Notary Public, La Crosse County, Wisconsin

My commission expires _____