

SUBORDINATION AGREEMENT - REGULATORY AGREEMENT ONLY

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (“**Agreement**”) is effective as of the ____ day of _____, 20__ by the **CITY OF LA CROSSE, WISCONSIN**, a Wisconsin municipal corporation (“**Governmental Entity**”), and **HAVEN ON MAIN, LLC**, a Wisconsin limited liability company (“**Borrower**”), for the benefit of **OLD NATIONAL BANK** (“**Lender**”).

RECITALS

- A. Simultaneously herewith Borrower is acquiring certain improved real property located in the County of La Crosse, State of Wisconsin as more particularly described on Exhibit A attached hereto (“**Property**”).
- B. Borrower has certain obligations under the Haven on Main Development Agreement dated June 25, 2025 (“**Regulatory Agreement**”) between Governmental Entity and Borrower, a memorandum of which is recorded on title to the Property on _____, _____ as Document No. _____ in the La Crosse County, Wisconsin Official Records (“**Official Records**”), pursuant to which the Property was subjected to certain restrictions by Governmental Entity.
- C. To finance the construction certain improvements on the Property, Lender is making a loan to Borrower in the original principal amount of \$[15,350,000] (“**Loan**”) pursuant to a Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the “**Loan Agreement**”) and evidenced by a Promissory Note by Borrower to Lender (as supplemented or amended from time to time, the “**Note**”). The Loan is to be secured by a Mortgage that will be recorded among the Official Records (as supplemented or amended from time to time, the “**Mortgage**”) (the Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the “**Loan Documents**”).
- D. As a condition to making the Loan, Lender requires that the Loan Documents be a lien on the Property superior to the lien of the Regulatory Agreement and that the rights of Lender under the Loan Documents be superior to the rights of Governmental Entity and Borrower under the Regulatory Agreement. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement.
- E. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.
2. **Subordination.** The Governmental Entity hereby covenants and agrees that the Regulatory Agreement is and will at all times continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the above, Governmental Entity may exercise the remedies of specific performance or injunctive relief.
3. **Financing, Encumbrance and Transfer Approval.** Governmental Entity hereby approves the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure or deed in lieu thereof will not require Governmental Entity's consent.
4. **Insurance/Casualty.** Governmental Entity hereby agrees that, notwithstanding the provisions of Section 2.9 of the Regulatory Agreement, the Loan Documents will govern the application of insurance proceeds with respect to the Property.
5. **Lender Notice of Default.** In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity will be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.
6. **Governmental Entity Notice of Default.** Governmental Entity must give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, will have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf. Governmental Entity hereby represents and warrants that, to the best of its knowledge, there is no current default under the Regulatory Agreement and that there are no outstanding IRS 8823 Reports of Non-Compliance.
7. **Governmental Entity's Rights.** Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation

of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may not be modified, amended, changed or altered without the prior written consent of Lender so long as the Loan is secured by the Property, not to be unreasonably delayed or denied, and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan. Revenues do not include the tax increment financing payments made by Governmental Entity pursuant to the Regulatory Agreement.

8. **Foreclosure by Lender.** In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender (i) prior to the Substantial Completion of the Project in accordance with Section 1.3(g)(3)(c) of the Regulatory Agreement, this Agreement shall terminate and be of no force or effect, or (ii) after the Substantial Completion of the Project in accordance with Section 1.3(g)(3)(c) of the Regulatory Agreement, (a) no consent will be required from Governmental Entity, and (b) the Regulatory Agreement will automatically terminate, other than Sections 2.6(a), 2.6(b), 2.6(c), 2.7(b) and 2.7(e) of the Regulatory Agreement, unless Lender affirmatively elects, at Lender's election in its sole discretion, to keep the Regulatory Agreement in place in order to continue to obtain tax increment financing (TIF) benefits from the Governmental Entity, and (c) Lender will have no indemnification obligations to Governmental Entity for any period during which Lender does not own or is not in possession of the Property.
9. **Refinancing.** Governmental Entity agrees that its agreement to subordinate hereunder will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the indebtedness evidenced by the Loan Documents (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Loan Documents and Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.
10. **Miscellaneous Provisions.**
 - (a) This Agreement represents the entire understanding and agreement between the parties with regard to the matters addressed herein, and will supersede and cancel any prior agreements with regard to such matters.

- (b) If there is any conflict or inconsistency between the terms of the Regulatory Agreement and the terms of this Agreement, then the terms of this Agreement will control.
- (c) This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Without prior notice to or the consent of the Governmental Entity or the Borrower, the Lender may freely transfer or assign the Loan and the Loan Documents, including this Agreement, in whole or in part, and the Governmental Entity acknowledges and agrees that any future legal holder of the Note will automatically be a legal successor and permitted assignee of Lender hereunder, without the necessity of any further action or instrument. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.
- (d) If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (e) Each notice, request, demand, consent, approval or other communication (collectively, “**Notices**,” and singly, a “**Notice**”) which is required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

If to Governmental Entity:

Attn: City Clerk of City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

If to Lender:

Old National Bank
2570 Midwest Drive
Onalaska, WI 54650
Attention: Amber Hamernik
Email: alhamernik@bremer.com

And to:

Jones Walker LLP
201 St Charles Ave
New Orleans, LA 70170
Attention: Aileen S. Thomas
Email: athomas@joneswalker.com

If to Borrower:

Haven on Main, LLC
c/o Couleecap, Inc.
201 Melby Street
Westby, Wisconsin 54667
Attn: Executive Director

Any party, by Notice given pursuant to this Section, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section.

- (f) Each of the parties will, whenever and as often as they are requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.
- (g) This Agreement will be governed by the laws of the State in which the Property is located.
- (h) Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (i) No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (j) Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

- (k) This Agreement may be assigned at any time by Lender to any subsequent holder of the Note.
- (l) This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (m) This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (n) Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Governmental Entity of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

GOVERNMENTAL ENTITY

CITY OF LA CROSSE, WISCONSIN,
a Wisconsin municipal corporation

By: _____
Name:
Title:

[ADD NOTARY ACKNOWLEDGMENT]

BORROWER:

HAVEN ON MAIN, LLC,
a Wisconsin limited liability company

By: Couleecap Taxable, LLC,
a Wisconsin limited liability company
Its: Managing Member

By: Couleecap, Inc,
a Wisconsin nonstock corporation
Its: Manager

By: _____
Hetti Brown, Executive Director

[ADD NOTARY ACKNOWLEDGMENT]

LENDER:

OLD NATIONAL BANK

By: _____
Name: Amber Hamernik
Title: VP Business Banking

[ADD NOTARY ACKNOWLEDGMENT]

EXHIBIT A
LEGAL DESCRIPTION