

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

INNOVATION CAMPUS

THIS FOURTH AMENDMENT to Development Agreement (this “Amendment”) is made as of the ___ day of _____, 2014 (the “Effective Date”), by and between MILWAUKEE COUNTY (the “County”), and UWM INNOVATION PARK, LLC, a Wisconsin limited liability company, and THE UWM REAL ESTATE FOUNDATION, INC., a Wisconsin non-stock corporation (together, hereinafter, the “Developer”).

RECITALS:

WHEREAS, the County and the Developer are parties to that certain Development Agreement dated February 15, 2011, amended by that certain First Amendment to Development Agreement, dated December 21, 2011, further amended by that certain Second Amendment to Development Agreement, executed on August 14, 2013, and further amended by that certain Third Amendment to Development Agreement, executed on September 8, 2014 (collectively, the “Agreement”), wherein the parties set forth certain terms and conditions under which certain property described on Exhibit A and purchased by the Developer from the County may be developed; and

WHEREAS, the Developer is requesting of the County that the Agreement be amended to provide for a limited expansion of the uses permitted under the Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

PROVISIONS:

1. **PERMITTED USES.** The definition of “Permitted Use” for the Property, as provided in Paragraph 1(e) of the Agreement, is hereby modified to include the development of retail uses on the first floor of any parking structures located on the Property that are constructed by Developer or its affiliates or the City of Wauwatosa (the location of which shall not be restricted as Ancillary Support Uses).
2. **CONFLICT.** In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall govern, control, and prevail. Except as specifically provided herein, the terms and provisions of the Agreement shall remain in full force and effect.
3. **COUNTERPARTS.** This Amendment may be executed in counterpart originals, each of which shall constitute an original of this Amendment and that, collectively, shall constitute one and the same agreement.
4. **AUTHORIZATION.** The County has executed this Amendment pursuant to action taken by its Board of Supervisors on _____, 20____, Resolution File No. _____.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

MILWAUKEE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

State of Wisconsin)
) ss.
County of Milwaukee)

Personally came before me this _____ day of _____, 2014, the above-named _____, as _____ of Milwaukee County, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Name: _____
County of _____, State of Wisconsin
My Commission _____

Approved as to form and independent status:

Reviewed as to insurance requirements:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

UWM INNOVATION PARK, LLC

By: _____
Name: _____
Title: _____
Date: _____

THE UWM REAL ESTATE FOUNDATION, INC.

By: _____
Name: _____
Title: _____
Date: _____

State of Wisconsin)
) ss.
County of Milwaukee)

Personally came before me this _____ day of _____, 2014, the above-named _____, as _____ of UWM Innovation Park, LLC and _____ as _____ of The UWM Real Estate Foundation, Inc., to me known to be the person(s) who executed the foregoing instrument in such capacities and acknowledged the same.

Name: _____
County of _____, State of Wisconsin
My Commission _____

This instrument drafted by:

Lucas N. Roe, Reinhart Boerner Van Deuren s.c.

EXHIBIT A
LEGAL DESCRIPTION