

The Couture LLC
Transit Hub MKE LLC
Couture Parking LLC
Attn: Richard J. Barrett
260 E. Highland Ave., Suite 401
Milwaukee, WI 53202

Re: That certain Development Agreement dated August 26, 2016 (the "Agreement") by and between The Couture LLC ("Developer") and Milwaukee County, a Wisconsin municipal body corporate ("County"), relating to certain real property located at 909 E. Michigan Street, Milwaukee, Wisconsin (the "Property"), all as more particularly described therein.

Dear Mr. Barrett:

In light of our recent discussions, you have asked the County to acknowledge several modifications that are needed in order to conform the Agreement to the facts as they now exist, and we are willing to do so on the terms and conditions set forth in this letter. This letter does not present any modifications to the Agreement that would be defined in the Agreement as Material Alterations of the Project nor modify any section of the Agreement where the County Board has explicit authority, and therefore this letter does not require County Board approval as contemplated in Section 1(k) of the Agreement. Capitalized terms not defined herein shall have the same meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and County hereby agree to amend the Agreement as follows:

1. Construction Financing Closing. Developer will close on its financing for the construction of the Project with the U.S. Department of Housing and Urban Development on or before January 29, 2021 ("Construction Loan Closing Date"). This deadline shall be adjusted to conform to the actual Project schedule as it progresses, but only with the express approval of the Federal Transit Administration ("FTA") (which approval the Developer and the County's ED Director shall work in good faith to obtain, if an adjustment is necessary) and only if (x) such adjustments do not make it impossible for the City of Milwaukee "CITY" to meet its July 31, 2022 deadline to submit for reimbursement under the TIGER Grant and (y) any extension obligations required by the FTA that the County provide transit services on the Property are met.
2. Commencement of Construction. Section 3.1(d)(ii) of the Agreement shall be deleted in its entirety and replaced with the following:

"Commencement and Resumption of Construction. Commencement of Construction occurred with below ground excavation on the Property after demolition and removal of the Downtown Transit Center, and pounding of some piles into the ground at the site. Developer must resume construction on the Property on or before February 1, 2021 ("Resumption of Construction"). If Developer does not timely initiate Resumption of Construction, County shall have the right to compel Developer to re-convey the Property to County, on ten (10) days written notice after February 1, 2021, in exchange for payment to Developer of 85% of the purchase price, plus the sum of Developer's Certified Construction Costs expended. This deadline shall be adjusted to conform to the actual Project schedule as it progresses, but only with the express approval of the Federal Transit Administration (which approval the Developer and the County's ED Director shall work in good faith to obtain, if an adjustment is necessary) and only if (x) such adjustments do

not make it impossible for CITY to meet its July 31, 2022, deadline to submit for reimbursement under the TIGER Grant and (y) any extension obligations required by the FTA that the County provide transit services on the Property are met. ”

3. Completion of Construction. Section 3.1(d)(v) of the Agreement shall be deleted in its entirety and replaced with the following:

“Completion of Construction. Developer, having resumed construction, must substantially complete construction of the Project on the Property on or before August 1, 2023. The date of the completion of construction is the “Project Completion Date.” This deadline shall be adjusted to conform to the actual Project schedule as it progresses, but only with the express approval of the Federal Transit Administration (which approval the Developer and the County’s ED Director shall work in good faith to obtain, if an adjustment is necessary) and only if (x) such adjustments do not make it impossible for CITY to meet its July 31, 2022, deadline to submit for reimbursement under the TIGER Grant and (y) any extension obligations required by the FTA that the County provide transit services on the Property are met. If Developer does not timely complete construction, County shall have the right to compel Developer to reconvey the Property to County, within ten (10) days written notice of the Project Completion Date, in exchange for payment to Developer of 85% of the purchase price, plus the sum of Developer’s Certified Construction Costs expended. Notwithstanding anything to the contrary contained herein, County may provide public transit services on the Property, to the extent possible, prior to the Project Completion Date.”

4. Estoppel-Recognition Certificates. Section 3.1(d)(vi) of the Agreement shall be deleted in its entirety and replaced with the following:

“Estoppel-Recognition Certificates. Provided that (A) the Developer satisfies all of the conditions for financing the development of the portion of the Project contained within Unit 1 of the Property under the HUD 220 Program set forth in the Commitment for Insurance of Advances issued by HUD in connection with the Project (the “Commitment”), including (without limitation) a 100% completion bond issued by Liberty Mutual Surety in favor of the HUD Insured Lender with respect to such development; (B) Couture Parking LLC satisfies all of the conditions for financing the development of the portion of the Project contained within Unit 2 of the Property required by its Conventional Lender, including (without limitation) a 100% completion bond issued by Liberty Mutual Surety in favor of the Conventional Lender with respect to such development; (C) Transit Hub MKE LLC obtains a 100% completion bond 100% completion bond issued by Liberty Mutual Surety in favor of the City of Milwaukee with respect to the development of the portion of the Project contained within Unit 3 of the Property and executes and delivers the Lease, (D) the Developer closes its loan from the HUD-Insured Lender on or before the Construction Loan Closing Date, and (E) Couture Parking LLC closes its loan from the Conventional Lender, the County will execute and deliver to each of HUD, the HUD Insured Lender and the Conventional Lender (as applicable), an Estoppel-Recognition Certificate substantially in the form of Attachments 1 & 2 (the “Certificates”). Such Certificates shall be executed and delivered by the County prior to the Construction Loan Closing Date, to be held by the addressees in trust pending closing.

5. Architect’s Certificates. Section 3.1(d)(vii) of the Agreement shall be deleted in its entirety and replaced with the following:

“Architect’s Certificates. The Resumption of Construction and the Project Completion Date shall be confirmed by the Developer’s Project architect by delivering certificates to the County attesting to: (1) the Resumption of Construction, and (2) the substantial completion of the entire Project. In the event that the Developer ceases construction of the Project on the Property for sixty (60) consecutive days after the Resumption of Construction, other than as a result of a Force Majeure event, such event shall be deemed a ‘Construction Stoppage.’”

6. Condominium Declaration; Conveyance of the Property. On _____, 2020, Developer, Couture Parking LLC and Transit Hub MKELLC (collectively, the “Couture Affiliates”) submitted the Property to the Wisconsin Condominium Ownership Act, under Chapter 703 of the Wisconsin Statutes pursuant to a Declaration of Condominium (“Declaration”) to create The Couture Lakefront Condominium, consisting of three separate units as further described in the Declaration. Developer will continue to own Unit 1, however, the Declaration conveys Unit 2 to Couture Parking LLC, and Unit 3 to Transit Hub MKE LLC. Unit 3, which will constitute the leased premises under the Lease, will be constructed in accordance with the Declaration and then subsequently conveyed to the City of Milwaukee (subject to the Lease). It is intended that, by acceptance of the conveyance in the Declaration, the obligations of Developer under the Agreement will be assigned to and assumed by each assignee entity, such that Developer and its two assignees are jointly and severally responsible for the obligations of Developer under the Agreement. Any conveyances and/or subsequent assignments of the units pursuant to and in accordance with the Declaration are permitted under Section 5.1 of the Agreement.
7. Change of Control to Equity Investment Member. On or before the Construction Loan Closing Date, Barrett/Lo Visionary Development LLC (“BLVD”), the sole member of each of the Couture Affiliates, will be contributing its entire limited liability company interest in and to the Couture Affiliates to Couture Investment Group LLC, a Wisconsin limited liability company (“CIG”). CIG will be owned by BLVD and group of outside investors and managed by Richard Barrett. CIG, in turn, will be contributing the entire limited liability company interests in and to the Couture Affiliates to Couture Holdings LLC, a Delaware limited liability company (“CHG”). CHG will be owned by CIG (as the sole common member) and an equity investment member (as the sole preferred equity member) and managed by Richard Barrett. The operating agreement of CHG contemplates a change in control of CHG (and, by extension, the Couture Affiliates and the Project) from BLVD and Richard Barrett to the equity investment member in the event that BLVD and Richard Barrett suffer or permit a default of specific obligations under the CHG operating agreement. Notwithstanding anything to the contrary contained in the Agreement, County consents to the above-described conveyance of the limited liability company interests in the Couture Affiliates to CHG.
8. FTA. The modifications in this letter are in concurrence with the Federal Transit Administration’s requirements related to the Property’s disposition of the former Downtown Transit Center to Developer.
9. Entire Agreement. Except as expressly provided herein, all of the terms, covenants and provisions of the Agreement shall remain in full force and effect.
10. Counterparts. This letter may be executed in counterparts, including facsimile or PDF signatures, which together shall constitute one agreement.

11. Authority. Each party hereby represents and warrants to the other that all necessary action has been taken to enter this letter and that the person signing this letter on its behalf has been duly authorized to do so.

Please confirm that the foregoing accurately reflects our agreement by returning to County a copy of this letter which has been countersigned by Developer where indicated below, whereupon, upon full execution and delivery to Developer by County this letter shall take effect.

[SIGNATURE PAGE FOLLOWS]

Sincerely,

MILWAUKEE COUNTY

By: _____
Aaron Hertzberg
Director, Economic Development

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

By: _____ Date: _____
Risk Management

Approved for execution:

By: _____ Date: _____
Corporation Counsel

Approved as to funds available per Wisconsin Statutes Sec. 59.255(2)(e):

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

Acknowledged and Agreed to, as aforesaid:

THE COUTURE, LLC

By: _____
Richard J. Barrett, Manager

TRANSIT HUB MKE LLC

By: _____
Richard J. Barrett, Manager

COUTURE PARKING LLC

By: _____
Richard J. Barrett, Manager

ATTACHMENT 1

DEVELOPMENT AGREEMENT

(THE COUTURE PROJECT):

ESTOPPEL-RECOGNITION CERTIFICATE

JLL Real Estate Capital, LLC (“**Lender**”)
2177 Youngman Avenue
St. Paul, MN 55116

Federal Housing Commissioner
U.S. Dept. of Housing and Urban Development
Milwaukee Field Office
310 West Wisconsin Avenue, Ste. 1380
Milwaukee, WI 53203-2289

RE: That certain Development Agreement dated August 26, 2016 (the “**Agreement**”) by and between The Couture LLC (“**Developer**”) and Milwaukee County, a Wisconsin municipal body corporate (“**County**”), relating to certain real property which is legally described on Exhibit A attached hereto (the “**Property**”), a memorandum of which recorded August 30, 2016 as Document No. 10597891, as amended. Capitalized terms used in this Estoppel-Recognition Certificate (the “**Certificate**”) and not otherwise defined herein shall be as defined in the Agreement.

Ladies and Gentlemen:

The undersigned County has been advised that Developer as “**Borrower**”, intends to enter into a \$103,480,000.00 loan transaction with Lender (as hereafter amended, modified or renewed, collectively, the “**Loan**”), which loan will be insured under the HUD 220 Program and secured by a mortgage lien on Unit 1 of the Property. The Closing is scheduled to take place on or before January 29, 2021.

In connection therewith, the County hereby certifies, represents, and affirms to Owner and Lender, and its successors and assigns, as follows:

(1) No default or Event of Default exists under the Agreement on the part of the Developer or the County, and there are no conditions or events which, with notice or with the passage of time, or both, would constitute a default or Event of Default under the Agreement;

(2) The County recognizes that Lender is a “HUD Insured Lender” under the Agreement;

(3) The County hereby waives its rights of repurchase under Sections 3.1(d)(ii)&(v) of the Agreement; and

(4) The County hereby acknowledges and agrees that it has no liens, security interests or any rights, titles or interests in and to the Property by virtue of the Agreement, other than its rights under that certain Lease Agreement of even date herewith, by and between the County (as tenant) and Transit HUB MKE LLC (as the owner of Unit 3 of the Property and landlord), which is entered into pursuant to Section 3.11 of the Agreement. If and to the extent that County does or may in the future have any such liens, security interests, rights, titles or interests in and to the Property by virtue of the Agreement, then County does hereby expressly subordinate and make second, junior and inferior any and all liens, security interests, rights, titles and interests of County in and to the Property by virtue of the Agreement to all liens, security interests, rights, titles and interests of the documents evidencing the Loan by and between Developer and

Lender (the “**Loan Documents**”), and County agrees that all liens, security interests, rights, titles and interests of the Loan Documents, shall be unconditionally first, prior and superior to any and all liens, security interests, rights, titles and interests of County in and to the Property by virtue of the Agreement. County further agrees that any and all liens, security interests, rights, titles and interests of County in and to the Property by virtue of the Agreement shall be and remain expressly subject and subordinate to the liens, security interests, rights, titles and interests of the Loan Documents and any renewal, extension or refinancing thereof. This Certificate is made with the intention that Developer as Borrower and Lender, together with their successors and assigns, will rely upon it in connection with the Loan secured by a portion of the Property.

Dated as of the ____ day of January, 2021.

MILWAUKEE COUNTY

By: _____

Name: _____

Title: _____

EXHIBIT A

Property Description

PARCEL A:

Units One (1), Two (2) and Three (3), together with said units' undivided appurtenant interest in the common elements, and the use of the limited common elements appurtenant to said unit, all in THE COUTURE LAKEFRONT, A CONDOMINIUM, being a condominium created and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and by Declaration of Condominium of The Couture Lakefront, a Condominium, and recorded _____ as Document No. _____; and Condominium Plat recorded _____, as Document No. _____, said condominium being located in the City of Milwaukee, County of Milwaukee, State of Wisconsin on the real estate described in and made subject to said Declaration and incorporated herein by this reference thereto.

Tax Key No. 396-0511-000

Address: 909 E. Michigan Street, Milwaukee, WI

PARCEL B:

Easements benefitting the above-described Unit 1 as set forth in Section 14.7 of the Declaration of Condominium of The Couture Lakefront, a Condominium, recorded _____ as Document Number _____.

ATTACHMENT 2
DEVELOPMENT AGREEMENT
(THE COUTURE PROJECT):
ESTOPPEL-RECOGNITION CERTIFICATE

Old National Bank (“**Lender**”)
25 W. Main Street
Madison, WI 53703

RE: That certain Development Agreement dated August 26, 2016 (the “**Agreement**”) by and between The Couture LLC (“**Developer**”) and Milwaukee County, a Wisconsin municipal body corporate (“**County**”), relating to certain real property which is legally described on Exhibit A attached hereto (the “**Property**”), a memorandum of which recorded August 30, 2016 as Document No. 10597891, as amended. Capitalized terms used in this Estoppel-Recognition Certificate (the “**Certificate**”) and not otherwise defined herein shall be as defined in the Agreement.

Ladies and Gentlemen:

The undersigned County has been advised that Couture Parking LLC (an affiliate of the Developer and assignee of certain rights and obligations under the Agreement) as “**Borrower**”, intends to enter into a \$13,945,000.00 loan transaction with Lender (as hereafter amended, modified or renewed, collectively, the “**Loan**”), which loan will be secured by a mortgage lien on Unit 2 of the Property. The Closing is scheduled to take place on or before January 29, 2021.

In connection therewith, the County hereby certifies, represents, and affirms to Owner and Lender, and its successors and assigns, as follows:

(1) No default or Event of Default exists under the Agreement on the part of the Developer or the County, and there are no conditions or events which, with notice or with the passage of time, or both, would constitute a default or Event of Default under the Agreement;

(2) The County recognizes that Lender is a “Conventional Lender” under the Agreement;

(3) The County hereby waives its rights of repurchase under Sections 3.1(d)(ii)&(v) of the Agreement; and

(4) The County hereby acknowledges and agrees that it has no liens, security interests or any rights, titles or interests in and to the Property by virtue of the Agreement, other than its rights under that certain Lease Agreement of even date herewith, by and between the County (as tenant) and Transit HUB MKE LLC (as the owner of Unit 3 of the Property and landlord), which is entered into pursuant to Section 3.11 of the Agreement. If and to the extent that County does or may in the future have any such liens, security interests, rights, titles or interests in and to the Property by virtue of the Agreement, then County does hereby expressly subordinate and make second, junior and inferior any and all liens, security interests, rights, titles and interests of County in and to the Property by virtue of the Agreement to all liens, security interests, rights, titles and interests of the documents evidencing the Loan by and between Couture Parking

LLC and Lender (the “**Loan Documents**”), and County agrees that all liens, security interests, rights, titles and interests of the Loan Documents, shall be unconditionally first, prior and superior to any and all liens, security interests, rights, titles and interests of County in and to the Property by virtue of the Agreement. County further agrees that any and all liens, security interests, rights, titles and interests of County in and to the Property by virtue of the Agreement shall be and remain expressly subject and subordinate to the liens, security interests, rights, titles and interests of the Loan Documents and any renewal, extension or refinancing thereof. This Certificate is made with the intention that Couture Parking LLC as Borrower and Lender, together with their successors and assigns, will rely upon it in connection with the Loan secured by a portion of the Property.

Dated as of the ____ day of January, 2021.

MILWAUKEE COUNTY

By: _____

Name: _____

Title: _____

EXHIBIT A

Property Description

PARCEL A:

Units One (1), Two (2) and Three (3), together with said units' undivided appurtenant interest in the common elements, and the use of the limited common elements appurtenant to said unit, all in THE COUTURE LAKEFRONT, A CONDOMINIUM, being a condominium created and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and by Declaration of Condominium of The Couture Lakefront, a Condominium, and recorded _____ as Document No. _____; and Condominium Plat recorded _____, as Document No. _____, said condominium being located in the City of Milwaukee, County of Milwaukee, State of Wisconsin on the real estate described in and made subject to said Declaration and incorporated herein by this reference thereto.

Tax Key No. 396-0511-000

Address: 909 E. Michigan Street, Milwaukee, WI

PARCEL B:

Easements benefitting the above-described Unit 1 as set forth in Section 14.7 of the Declaration of Condominium of The Couture Lakefront, a Condominium, recorded _____ as Document Number _____.