

EXHIBIT A

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (this "Fifth Amendment") is made and entered into as of the __ day of July, 2024 by and between West Quarter West, LLC ("WQW") and West Quarter East, LLC ("WQE", and collectively with WQW, the "Developer"), and the City of West Allis, a Wisconsin municipal corporation (the "City").

RECITALS

City and Developer acknowledge the following:

- A. City and Developer entered into that certain Development Agreement dated as of March 22, 2019 (the "Development Agreement") for development of the Project within the District.
- B. City and Developer desire to amend the Development Agreement as set forth herein.
- C. City, pursuant to Common Council action dated July 10, 2024, has approved this Fifth Amendment and authorized the execution by the proper City officials on the City's behalf.
- D. Developer has approved this Fifth Amendment and authorized its execution by the appropriate representatives on its behalf.

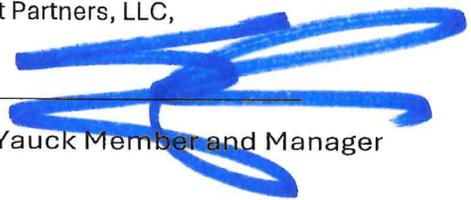
AGREEMENTS

In consideration of the Recitals and the promises and undertakings set forth herein, the parties do hereby amend the Development Agreement effective as of the date hereof as follows, as it relates to:

- 1. In Article III, Debt Service Guaranty, the term Available Funds is amended to exclude payments made towards the Developer Municipal Revenue Obligation as set forth in Paragraph 4.b. of the "Development Financing Agreement" dated the ___th day of July, 2024 between LxL Allis Yards, the City of West Allis and the Community Development Authority of the City of West Allis.

IN WITNESS WHEREOF, this Fifth Amendment is executed as of the date first above written.

WEST QUARTER WEST, LLC
By: Cobalt Partners, LLC,



Scott J. Yauck Member and Manager

INSERT NOTARY
STATE OF WISCONSIN)

) ss.
Milwaukee COUNTY)

Personally appeared before me this 22ND day of November, 2024, the above-named Scott Yauck
and _____, the Member and Manager of West Quarter West, LLC, to me known to be the persons
who executed the foregoing agreement on behalf of West Quarter West, LLC and by its authority and
acknowledged the same.

Name: Stephanie Marie Wade
Notary Public, State of Wisconsin STEPHANIE MARIE WADE
My Commission expires: May 6, 2027



[Signatures Continue on Following Pages]

WEST QUARTER EAST, LLC
By: Cobalt Partners, LLC, Manager

By _____
Scott J. Yauck Member and Manager



INSERT NOTARY
STATE OF WISCONSIN)

) ss.
Milwaukee COUNTY)

Personally appeared before me this 20th day of November, 2024, the above-named Scott Yauck
and _____, the Member and Manager of West Quarter East, LLC, to me known to be the persons
who executed the foregoing agreement on behalf of West Quarter East, LLC and by its authority and
acknowledged the same.

Name: Stephanie Marie Wade
Notary Public, State of Wisconsin STEPHANIE MARIE WADE
My Commission expires: May 4, 2027



[Signatures Continue on Following Page]



By CITY OF WEST ALLIS

Dan Devine

Dan Devine, Mayor

Rebecca Grill

Rebecca Grill, City Clerk

STATE OF WISCONSIN)

) ss.

Milwaukee COUNTY)

Personally appeared before me this 15 day of July, 2024, the above-named Dan Devine and Rebecca Grill the Mayor and City Administrator/Clerk, respectively, of the City of West Allis, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority and acknowledged the same.

Name:

Gale M Jender
Gale M Jender

Notary Public, State of Wisconsin

My Commission expires:

10/8/24



[Signatures Continue on Following Page]

Approved as to form this 19th day of July, 2024



Kail Decker, City Attorney

Countersigned this ^{15th} day of July, 2024, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Agreement.



Jason Kaczmarek, Finance Director