

**AMENDMENT #4 TO THE SUMMIT PLACE BUSINESS PARK AMENDED AND  
RESTATED DEVELOPMENT AGREEMENT**

This **AMENDMENT #4 TO THE SUMMIT PLACE BUSINESS PARK AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "**Amendment**") is made as of the 30 day of November, 2016 by and among **WHITNALL-SUMMIT COMPANY, LLC**, a Delaware limited liability company ("**WSC**"), **WHITNALL SUMMIT DEVELOPMENT CORPORATION**, a Wisconsin corporation ("**WSDC**"), **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**, a Wisconsin Separate Body Politic ("**CDA**") and **FIRST-RING INDUSTRIAL REDEVELOPMENT ENTERPRISE, INC.**, a Wisconsin corporation ("**FIRE**").

**RECITALS**

A. WSC and CDA were parties to that certain Summit Place Business Park Development Agreement, dated as of April 21, 2004 (the "**Original Development Agreement**") made in connection with the rehabilitation of that certain property located at 6765 West Washington Street, West Allis, Wisconsin (Tax Key# 439-0001031) (the "**Project**").

B. WSC, WSDC and CDA are parties to that certain Summit Place Business Park Amended and Restated Development Agreement, dated as of December 14, 2004, which, among other things, has (i) terminated the Original Development Agreement; (ii) provided financing to WSDC in the amount of \$4,725,000 (the "**Original Loan**") for (a) the acquisition and construction of a parking structure on the parcel located north of Washington Street ("**Parking Parcel**"), (ii) rehabilitation of the Project, and (iii) reimbursement of CDA for certain costs incurred by CDA in connection with its acquisition of that certain property located at 6600 and 6500 West Washington Street, West Allis, Wisconsin (the "**A&R Development Agreement**").

C. A&R Development Agreement was amended by that certain Resolution Approving June 2005 Amendment to Summit Place Business Park Amended and Restated Development Agreement, dated as of June 15, 2005, made by and between WSC and CDA, providing financing to WSC in the amount of \$2,500,000 in connection with the potential leasing by WSC of the building then named "Summit Place II Building #4" (the "**Amendment #1**").

D. A&R Development Agreement was further amended by that certain Resolution Approving October 2005 Amendment to Summit Place Business Park Amended and Restated Development Agreement, dated as of October 11, 2005, made by and between WSC and CDA (the "**Amendment #2**").

E. The Original Loan made by CDA to WSDC was subsequently reduced from \$4,725,000 to \$2,000,000 (the "**Reduced Loan**"), as evidenced by that certain Termination of Endorsement, dated as of November 16, 2006, made by and between WSDC and CDA, where WSDC has assigned to CDA a note in the amount of \$2,725,000 made by West Allis Investment Fund, LLC, as borrower, for the benefit of WSDC, which note CDA has subsequently terminated.

F. A&R Development Agreement was further amended by that certain Amendment #3 to the Summit Place Business Park Amended and Restated Development Agreement, dated as of May 1, 2013, made by and amount WSC, WSDC, CDA and FIRE in connection with, among other things, the construction of a parking facility on the Parking Parcel (the "**Amendment #3**"), which provided additional financing (i) to WSC from CDA in the amount of \$2,000,000, the payment of which shall be deferred for thirty (30) years and converted to a grant thereafter (the "**Deferred Loan**"), and (ii) to WSDC from FIRE in the amount of \$600,000, which loan is evidenced by that certain Promissory Note, dated May 1, 2013 in the principal amount of \$600,000 ("**FIRE Note One**") and that certain Continuing Guaranty (Limited), dated May 1, 2013, made by Richard G. Carlson to FIRE. The A&R Development Agreement, as amended by Amendment #1, Amendment #2, and Amendment #3, hereinafter, the "**Development Agreement**". The outstanding principal balance and interest payable on the FIRE Note One is due and payable on February 17, 2017.

G. In connection with Amendment #3, WSC and CDA have entered into that certain Partial Cancellation of Debt, dated as of May 1, 2013, for the purpose of restructuring two (2) of the outstanding loans previously made by CDA to WSC and WSDC by (i) assigning WSDC's obligations under the Reduced Loan to WSC, (ii) combining the Reduced Loan with a \$2,500,000 loan made to WSC pursuant to Amendment #1, for an aggregate loan amount of \$4,500,000, and (iii) forgiving \$1,490,220 of such \$4,500,000 loan amount, thereby reducing the total outstanding amount from \$4,500,000 to \$3,009,780, which is evidenced by that certain Note, dated as of May 1, 2013, in the amount of \$3,009,780 (the "**Restructured Loan**") and that certain Continuing Guaranty (Limited), dated as of May 1, 2013, from Richard G. Carlson for the benefit of CDA. The outstanding principal balance and interest payable on the Restructured Note is due and payable on February 17, 2017.

H. Pursuant to that certain Loan Agreement, dated September 18, 2014, made by and between FIRE, as lender, and WSDC, as borrower, FIRE provided additional financing to WSDC in the amount of \$1,000,000.00 for the purpose of making certain tenant improvements to the premises of Children's Hospital of Wisconsin Inc., a tenant at the Project, as evidenced by that certain Promissory Note, dated September 18, 2014, from WSDC for the benefit of FIRE ("**FIRE Note Two**") and that certain Guaranty, dated September 18, 2014, from Richard G. Carlson, for the benefit of FIRE. The outstanding principal balance and interest payable on the FIRE Note Two is due and payable on March 1, 2017.

I. WSC currently has two (2) outstanding loans from CDA: (i) the Restructured Loan and (ii) the Deferred Loan. The current outstanding principal balance of the Restructured Loan is \$[3,009,780]. The current outstanding principal balance of the Deferred Loan is \$2,000,000. The above-referenced loan documents are the only documents evidencing each loan.

J. WSDC currently has two (2) outstanding loans from FIRE: (i) FIRE Note One and (ii) FIRE Note Two. The currently outstanding principal balance of FIRE Note One is \$[694,684.93]. The currently outstanding principal balance of FIRE Note Two is \$[973,560.26].

K. WSC, WSDC and another affiliated entity (collectively, "**Borrower**") are in the process of obtaining a loan from **DEUTSCHE BANK AG, NEW YORK BRANCH**, a branch

of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services, as lender, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (together with its successors and/or assigns, "**Lender**"), in the amount of \$[72,000,000] ("**Loan**"). In connection with such financing and prior to obtaining the Loan, WSDC shall indefeasibly repay FIRE Loan One and FIRE Loan Two. In addition, WSC desires to revise the terms of the Restructured Note by (i) extending the current maturity date from February 17, 2017 to February 17, 2020 and (ii) commencing on March 1, 2017, paying a [reduced] monthly payment amount to \$104,050.

NOW, THEREFORE, for good and valuable consideration, WSC, WSDC, CDA and FIRE hereby agree as follows:

1. Recitals. The parties acknowledge the recitals set forth above are accurate, true and correct and incorporated herein by reference.

2. Project. All references in the Development Agreement to an undefined term "Property" shall be deemed to reference to the Project.

3. Restructured Loan. The Restructured Loan is hereby revised as follows: (i) the maturity date of the Restructured Loan shall be February 17, 2020, (ii) the monthly payments of the Restructured Loan shall be in the amount of \$104,050.00 per month, commencing on March 1, 2017, and (iii) the Restructured Loan may be prepaid at any time upon ten (10) days' prior notice, without prepayment penalty or premium. The obligations of WSC to repay the Restructured Loan, as revised hereby, are unsecured and CDA shall have no right to lien the Project or otherwise record any deed of trust, mortgage or similar instrument against the Project or any portion thereof to secure the repayment of the Restructured Loan. Either WSC or CDA shall have the right to require the other to execute such document as reasonably required by such requesting party to replace the Restructured Loan with a new promissory note consistent with the Restructured Loan, as its terms and provisions have been amended by this Amendment.

4. Standstill Agreement. Lender has reviewed the terms and provisions of the Development Agreement and this Amendment. As a condition of Lender to making of the Loan, Lender requires that CDA execute a standstill agreement in the form attached hereto as Exhibit A (the "**Standstill Agreement**"), which, among other things, addresses the respective rights of Lender and CDA. Promptly following the mutual execution of this Amendment, CDA hereby agrees to execute and deliver to Lender the Standstill Agreement with respect to (i) the Restructured Loan and (ii) the Deferred Loan. CDA hereby agrees to enter into any reasonable standstill agreement required by a future holder of any loan secured by the Project or any part thereof ("**Refinancing Lender**").

5. CDA Representations. CDA represents and warrants that: (i) CDA has full power and authority to enter into this Amendment and the Standstill Agreement without the prior consent of any other person or entity (including, any board approval), (ii) the Development Agreement is in full force and effect, (iii) other than the documents described in the recitals above, there are no other documents, amendments, modifications, supplements, arrangements, side letters or undertakings, oral or written, of any sort between the parties hereto, (iv) the only current outstanding indebtedness between the parties is the Restructured Loan, the Deferred

Loan, the FIRE Loan One and the FIRE Loan Two, (v) no party is in default under the Development Agreement or the Restructured Loan, the Deferred Loan, the FIRE Loan One or the FIRE Loan Two and no event has occurred which with the passage of time and/or the giving of notice, will constitute a default under the Development Agreement or the Restructured Loan, the Deferred Loan, the FIRE Loan One or the FIRE Loan Two, (vi) CDA hereby agrees that lien imposed on the Project pursuant to the Development Agreement shall be in all respects subordinate to the lien of any first mortgage loan which is secured in whole or in part by the Project, (v) CDA confirms that it does not have any right or option to purchase, or any right of first refusal with respect to, all or any part of the Project, and (vi) CDA hereby confirms that its consent is not required for Borrower to obtain the Loan.

6. FIRE Note One. On or prior [December 15, 2016], WSC shall cause WSDC to pay to FIRE the sum of Six Hundred Ninety Four Thousand Six Hundred Eighty Four and 93/100 Dollars (\$694,684.93). Upon the receipt of such funds, the Fire Loan One shall be deemed satisfied in full. Upon receipt of such funds, FIRE Note One shall be satisfied and the loan documents evidencing such FIRE Note One shall be terminated and the debt deemed cancelled.

7. FIRE Note Two. On or prior to [December 15, 2016], WSC shall cause WSDC to pay to FIRE the sum of Nine Hundred Seventy Three Thousand Five Hundred Sixty and 26/100 Dollars (\$973,560.26) and FIRE shall cancel FIRE Note Two. Upon the receipt of such funds, the Fire Loan Two shall be deemed satisfied in full. Upon receipt of such funds, FIRE Note Two shall be satisfied and the loan documents evidencing such FIRE Note Two shall be terminated and the debt deemed cancelled.

8. Continuing Guaranty of Richard G. Carlson. The Amended and Restated Continuing Guaranty (Limited), dated December 14, 2004, made by Richard G. Carlson in connection with the Original Loan is no longer in effect and is deemed terminated and has been superseded by that certain Continuing Guaranty (Limited), dated May 1, 2013, made by Richard G. Carlson for the benefit of CDA in connection with the Restructured Loan ("**Guaranty**"). The Guaranty shall continue to remain in full force and effect. Richard G. Carlson's execution of this Amendment shall constitute his reaffirmation of the Guaranty.

9. Counterparts; Facsimile and Scanned Email Signatures. This Amendment may be executed in counterparts and when each party has signed and delivered at least one such executed counterpart to the other party, then each such counterpart shall be deemed an original, and, when taken together with the other signed counterpart, shall constitute one agreement which shall be binding upon and effective as to all signatory parties. Facsimile and scanned e-mail signatures shall operate as originals for all purposes under this Amendment.

10. Effect of Amendment. The Development Agreement is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Development Agreement set forth in this Amendment, the Development Agreement remains in full force and effect. To the extent any provision of the Development Agreement conflicts with or is in any way inconsistent with this Amendment, the Development Agreement is deemed to conform to the terms and provisions of this Amendment.

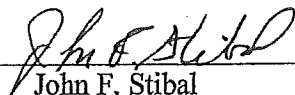
11. Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns. Lender and any Refinancing Lender shall be deemed a third-party beneficiary under this Amendment. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by CDA and WSC.

12. Integration. This Amendment contains the entire agreement and understanding of the parties with respect to the matters described herein, and supersedes all prior and contemporaneous agreements between them with respect to such matters.

WITNESS WHEREOF, WSC, WSDC, CDA, FIRE and Richard G. Carlson have executed this Amendment as of the date first above written.

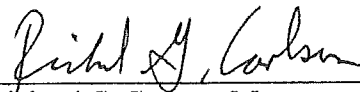
**CDA:**

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS,  
a Wisconsin Separate Body Politic

By:   
Name: John F. Stibal  
Title: Executive Director

**WSC:**

WHITNALL-SUMMIT COMPANY, LLC, a Delaware limited liability company

By:   
Richard G. Carlson, Manager

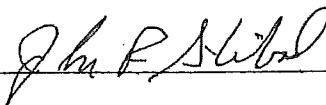
**WSDC:**

WHITNALL SUMMIT DEVELOPMENT CORPORATION, a Wisconsin corporation

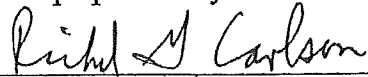
By: 

**FIRE:**

FIRST-RING INDUSTRIAL REDEVELOPMENT ENTERPRISE, INC., a Wisconsin corporation

By: 

For the purpose solely of reaffirming the Continuing Guarantee (Limited)

  
Richard G. Carlson