

COLLATERAL ASSIGNMENT AND SUBORDINATION
OF DEVELOPMENT AGREEMENT

DUPLICATE
ORIGINAL

THIS COLLATERAL ASSIGNMENT AND SUBORDINATION OF DEVELOPMENT AGREEMENT ("Agreement") is dated as of September 29, 2010, among Giuffre VIII, LLC ("Borrower"), the City of Milwaukee ("City"), the Redevelopment Authority of the City of Milwaukee ("RACM") and Johnson Bank ("Lender").

RECITALS

A. Lender has agreed to make a \$4,500,000 loan to Borrower (the "Loan"), evidenced by a certain Promissory Note from Borrower to Lender dated as of December 31, 2009 (the "Note"), and other loan documents, agreements and instruments from Borrower to Lender relating to the Loan (collectively, the "Loan Documents").

B. Borrower is the owner of certain real property consisting of five existing buildings and related improvements as well as underlying land in the vicinity of 200 North 25th Street, Milwaukee, Wisconsin (the "Premises").

C. The Loan is secured by a Mortgage on the Premises (the "Mortgage").

D. The City and RACM intend to enter into a Development Agreement (City Lights Project) with Borrower of even date herewith, a copy of which is attached hereto as Exhibit A (the "Development Agreement") to assist Borrower in redeveloping the Premises and creating necessary public infrastructure therefor.

E. Lender requires that Borrower collaterally assign the Development Agreement to Lender and that the City and RACM subordinate the Development Agreement and their respective rights thereunder to the Loan.

F. In order to induce Lender to advance proceeds under the Loan, Borrower, the City and RACM are executing and delivering this Agreement to Lender.

NOW THEREFORE, for value received, Borrower, the City, RACM and Lender agree as follows:

ARTICLE 1
CERTIFICATION AND CONSENT

1.1 Borrower, the City and RACM acknowledge that the agreement and obligation of each of them to perform and render the duties and services required under the Development Agreement and under this Agreement are material inducements to make the Loan and advance proceeds.

1.2 Borrower, the City and RACM hereby certify to Lender that (a) the copy of the Development Agreement attached hereto as Exhibit A is a true and complete copy

thereof, (b) the Development Agreement has not been amended, modified or supplemented, is in full force and effect and there is no existing default on the part of any party thereunder and (c) no rights or interests of Borrower, the City or RACM under the Development Agreement have been assigned or encumbered.

1.3 Borrower, the City and RACM hereby consent to the assignment of the Development Agreement by Borrower to Lender pursuant to and in accordance with the provisions of this Agreement.

ARTICLE 2 ASSIGNMENT

2.1 Borrower hereby assigns to Lender, as additional security for the payment of the Loan and the payment, observance and performance of all other obligations and agreements contained in the Note, the Mortgage and all of the other Loan Documents, all of Borrower's rights and interests in the Development Agreement and all replacements and substitutions thereof and all rights, interests, powers and other benefits of Borrower thereunder, including, without limitation, the right to receive and collect all amounts payable or due to Borrower thereunder, pursuant to the terms and conditions set forth therein.

2.2 The assignment contained herein is given for the purpose of securing the following (herein collectively referred to as the "Indebtedness Secured Hereby"):

- (a) Payment of the indebtedness evidenced by and performance of the terms and conditions of the Note;
- (b) Payment of all other sums with interest thereon becoming due and payable to Lender under the Note, the Mortgage and the other Loan Documents; and
- (c) Performance and discharge of each and every obligation, covenant and agreement herein and in the other Loan Documents.

2.3 The assignment contained herein shall constitute a perfected, absolute and present assignment, provided, Borrower may exercise rights and powers of and may enjoy the benefits of the Development Agreement subject to the provisions of this Agreement until expiration of any cure period with respect to an uncured Event of Default (as defined in Section 5.1 below).

2.4 Lender shall have no obligation or liability under the Development Agreement unless and to the extent that Lender shall have assumed in writing the obligations of Borrower thereunder as provided in Article 6.

ARTICLE 3
SUBORDINATION

3.1 The City and RACM agree and confirm that the Development Agreement and all of their rights and interests thereunder (including but not limited to any mortgage or other lien arising from the Development Agreement but excluding general property taxes or general or special assessments adopted in the ordinary course) will be subject and subordinate to the lien of the Mortgage and the other Loan Documents in accordance with the provisions of this Agreement. Such subordination shall be self-operative and no further instrument shall be required to effect such subordination, but the City and RACM, promptly upon written request of Lender, will execute and deliver any instrument reasonably acceptable to the City and RACM which Lender may deem necessary or appropriate to confirm such subordination.

3.2 None of the City, RACM, nor Borrower shall subordinate any of their rights or interests in or under the Development Agreement to, nor shall they assign any of such rights or interests as security for, any other loan, indebtedness, mortgage or other security instrument, and any purported subordination or assignment shall constitute an Event of Default under the Mortgage (as defined therein) and the other Loan Documents.

ARTICLE 4
COVENANTS AND REPRESENTATIONS

To protect the security of this Agreement, Borrower, the City and RACM on behalf of themselves only, without making any representation on behalf of the other, represent, covenant, warrant and agree, with respect to the Development Agreement as follows:

4.1 The Development Agreement is in full force and effect and Borrower, the City and RACM have not executed any prior assignment of the Development Agreement or of their right, title and interest therein; none of Borrower, the City nor RACM have performed any act or executed any instrument which might prevent Lender from operating under any of the terms and conditions hereof, or which would limit Lender in such operation; to the best of their knowledge there is no default or any event which with notice or lapse of time or both would constitute a default now existing under the Development Agreement; and none of Borrower, the City nor RACM have executed or granted any modification or amendment whatever of the Development Agreement either orally or in writing.

4.2 Borrower, the City and RACM shall faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Development Agreement by them to be performed; give prompt written notice to Lender of any notice of default with respect to the Development Agreement received, together with an accurate and complete copy of any such notice; not assign, modify or in any way alter the terms of the Development Agreement without Lender's prior written consent; and Borrower, the City and RACM do by these presents expressly release, relinquish and surrender unto

Lender all their right, power, and authority to modify or in any way alter the terms or provisions of the Development Agreement, or to accept a surrender thereof unless required to do so by the terms of the Development Agreement, and any attempt on the part of Borrower, the City or RACM to exercise any such right without the prior written consent of Lender shall constitute a breach of the terms hereof entitling Lender to declare all the Indebtedness Secured Hereby immediately due and payable.

4.3 Borrower shall, at its sole cost and expense, enforce and secure the performance of each and every obligation, covenant and condition and agreement of the Development Agreement by the City and RACM to be performed, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Development Agreement, or the obligations, duties or liabilities of Borrower thereunder. Borrower shall not waive, excuse, condone or in any manner release or discharge the City or RACM thereunder of or from any material obligations, covenants, conditions and agreements by the City or RACM to be performed.

4.4 Should Borrower fail to make any payment or to do any act as set forth in the Development Agreement or herein provided within any applicable grace period, then Lender, but without obligation so to do and without notice to or demand on Borrower and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limiting their general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of Borrower in the Development Agreement contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees. The City and RACM will accept performance by Lender of any agreements and obligations to be performed, on Borrower's part under the Development Agreement with the same force and effect as if paid or performed by Borrower, provided, however, that any grace period applicable to Borrower shall be extended by a reasonable time, and in no event less than an additional thirty (30) days, to afford Lender an additional opportunity to cure.

4.5 In the Event of a Default by Borrower, Borrower shall pay immediately upon demand all sums expended by Lender under the authority hereof together with interest thereon at the per annum default rate then in effect under the Note, and the same shall be added to the Indebtedness Secured Hereby.

4.6 A copy of each written notice relating to an event, condition or circumstance that affects the Development Agreement or the operation or development of the Premises in any material respect, which any party to the Development Agreement shall give to any other party thereto, shall be given to Lender, and any right or remedy of Borrower, the City or RACM resulting from or dependent upon any such notice will take effect only after written notice is received by Lender. No notice of default given by the City or RACM to Borrower pursuant to the provisions of the Development Agreement shall be deemed to have been effectively given unless and until a copy thereof shall have

been received by Lender. Lender shall have the right (but not the obligation) to cure or remedy any breach or default under the Development Agreement on the part of Borrower. The City or RACM shall not exercise any remedy with respect to a default by Borrower under the Development Agreement if, within thirty (30) days after written notice of such default is received by Lender, Lender shall cure any such default, provided, however, if the same is not susceptible of cure within said time limit and the same may be cured within a reasonable period of time thereafter the time period shall be extended for such additional time as is necessary to effectuate such cure. If Lender shall deem it necessary or desirable to foreclose the Mortgage in order to cure any default, the time period within which it is required to cure such default shall include the time required to complete such foreclosure, provided Lender delivers to the City and RACM its written agreement to make all payments becoming due to the City and RACM from Borrower under the Development Agreement for the period extending from the commencement through the completion of such proceedings.

4.7 All rights and obligations among the parties hereto shall be binding upon all successors and assigns of the same, it being specifically understood that all of the rights of Lender pursuant to this Agreement are not personal to Lender but may be assigned by Lender together with the assignment of any documents evidencing the Loan being made currently herewith by Lender to Borrower or upon the transfer of title to the Premises by Lender to any other party or entity. Lender shall also have the right to transfer its rights hereunder to a receiver, successful bidder at any foreclosure sale of the Premises, or other successor or assign, subject to the terms of this Agreement.

ARTICLE 5 EVENTS OF DEFAULT

It shall be an "Event of Default" under this Agreement upon the happening of an Event of Default (as defined therein) under the Mortgage or the other Loan Documents which shall not have been cured within any time permitted therein to cure.

ARTICLE 6 REMEDIES

6.1 Upon an Event of Default, Lender, without regard for the adequacy of security for the Indebtedness Secured Hereby, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may perform, exercise or safeguard any of the rights of Borrower under the Development Agreement, and may elect to enforce the Assignment contained herein and in such case the City and RACM shall be bound to Lender under all of the terms of the Development Agreement with the same force and effect as if Lender were an original party to the Development Agreement. In the event Lender takes possession of the Premises, either by foreclosure, deed in lieu or similar device or if a receiver is appointed or otherwise becomes the owner of the Premises ("Possessory Event"), Lender shall have the right to elect, at its sole option, at any time within thirty (30) days after the happening of Possessory Event, to assume the Development Agreement effective upon ten (10)

additional days prior written notice to the City and RACM. During this election and notice period, should Lender elect to assume the Development Agreement, Lender shall pay to RACM the amounts payable under the Development Agreement which have accrued but been unpaid prior to the Possessory Event in order to cure a default based on Borrower's nonpayment and shall pay all amounts due the City and RACM from and after the time of the Possessory Event. Upon a Possessory Event, Borrower agrees to peaceably turn over possession of the Premises to Lender or such receiver and to cooperate in such matters as Lender or such receiver may request so as to provide for an orderly and efficient continuation of the business of the Premises.

6.2 If Lender shall assume in writing the obligations of Borrower under the Development Agreement (the date of such assumption being herein called the "Assumption Date"), then, from and after the Assumption Date, the provisions of this Article 6 shall apply (notwithstanding any provision of the Development Agreement which may conflict or be inconsistent therewith) and the Development Agreement shall be deemed amended to reflect the provisions of this Article 6. All rights, interests, powers and other benefits of Borrower under the Development Agreement shall terminate. Lender will succeed to and shall have all of the rights, interests, powers and other benefits of Borrower under the Development Agreement, and the City and RACM will perform all of the agreements and obligations on their part to be performed under the Development Agreement for the benefit of Lender and any receiver who is appointed in any action or proceeding to foreclose the Mortgage. Lender will not, and shall not be deemed to, adopt or in any other manner be responsible or liable for any representations or warranties made by Borrower in the Development Agreement. Lender will not be subject to any rights of offset or any defenses which the City or RACM might have had against Borrower prior to the Assumption Date nor bound by any previous amendment or modification of, or any waiver of any right of Borrower under, the Development Agreement unless such amendment, modification or waiver was expressly approved in writing by Lender. All obligations and liabilities of the City or RACM which shall have accrued in favor of Borrower under the Development Agreement prior to the Assumption Date shall inure to the benefit of, and may be enforced by, Lender. The entering upon and taking possession of the Premises, the collection of and the application thereof as aforesaid, shall not cure or waive any default or Event of Default or waive, modify or affect notice of default or Event of Default under the Note or Mortgage or invalidate any act done pursuant to such notice.

6.3 The City and RACM do hereby agree to recognize Lender as Borrower under the Development Agreement immediately upon Lender's (i) so succeeding to the interest of Borrower under the Development Agreement, and (ii) assuming the Development Agreement and requesting in writing such recognition; said recognition to be effective and self-operating without the execution of any further instruments on the part of any of the parties hereto.

6.4 Anything contained in this Article 6 to the contrary notwithstanding, the provisions of this Article 6 shall be applicable to any party acquiring title to the Premises

upon foreclosure, power of sale, or deed in lieu of foreclosure, but subject to the written approval of the City and RACM.

6.5 The obligations and liability of Lender under the Development Agreement shall be limited to and enforceable only against Lender's estate and interest in the Premises (whether as Lender or as owner) and not out of or against any other assets or properties of Lender. Lender shall be released of and from all obligation and liability under the Development Agreement accruing after any conveyance of the Premises by Lender, provided that the transferee shall assume and agree to perform the obligations of Borrower under the Development Agreement.

6.6 The parties acknowledge that Lender has agreed to release from the Mortgage portions of the Premises (as set forth in the Mortgage and the Loan Documents). In the event that any portion of the Premises is released from the Mortgage, the definition of the Premises in this Agreement and in the Development Agreement, as it relates to Lender, shall be deemed automatically amended to include only those portions of the Premises remaining subject to the Mortgage.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Except upon Lender's assumption of the Development Agreement as provided in Article 6 above, Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Development Agreement, or under or by reason of this assignment, and Borrower shall and does hereby agree to indemnify Lender against and hold it harmless from any and all liability, loss or damage which it may incur under the Development Agreement or under or by reason of this Agreement and of and from any and all claims and demands whatsoever which may be asserted against it prior to Lender's assumption of the Development Agreement by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement. Should Lender incur any such liability, loss or damage under the Development Agreement or under or by reason of this Agreement, or in the defense against any such claims or demand, the amount thereof, including costs and expenses and reasonable attorney's fees, together with interest thereon at the per annum rate then in effect of the Note, shall be so much additional Indebtedness Secured Hereby and by the Mortgage, and Borrower shall reimburse Lender therefor immediately upon demand, and upon the failure of Borrower so to do, Lender may declare all sums secured hereby immediately due and payable.

7.2 Notwithstanding anything contained in this Agreement, (a) no rights of Borrower or obligations of the City or RACM to Borrower with respect to the performance or observance by the City or RACM under the Development Agreement shall in any way be affected hereby; (b) after any foreclosure action or proceeding shall have been discontinued and the Loan shall have been reinstated, the rights and powers of Borrower and of the City or RACM under the Development Agreement shall be restored,

as if such foreclosure action or proceeding had not been instituted; (c) upon payment in full of all sums due under the Loan Documents, this Agreement shall become null and void; and (d) in the event that Lender assumes the Development Agreement as provided in Article 6 above, any performance, observance, action and inaction of the City or RACM in compliance with the provisions of this Agreement shall be deemed to have been in full compliance with the provisions of the Development Agreement.

7.3 Any notices and other communications permitted or required by the provisions of this Agreement (except for telephonic notices expressly permitted) shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, or delivery by reputable private carrier or similar overnight delivery service, and addressed as hereinafter provided. Each such notice shall be effective upon being deposited as aforesaid. The time period within which a response to any such notice may be given, however, shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' written notice thereof, either party hereto shall have the right from time to time and at any time during the term of this Agreement to change its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Lender shall be addressed as follows:

Johnson Bank
333 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attn: Jay Cashmore, Vice President

Each notice to Borrower shall be addressed as follows:

Giuffre VIII, LLC
c/o Mallory Properties, LLC
445 West Oklahoma Avenue
Milwaukee, WI 53207

Each notice to the City or RACM shall be addressed as follows:

City of Milwaukee
City Attorney's Office
200 East Wells Street
Milwaukee, Wisconsin 53202
Attn: Kevin P. Sullivan, Esq.

7.4 This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions provided herein. Neither this Agreement nor any provision hereof may be waived, amended or terminated except by an instrument signed by the party against whom the enforcement of such waiver, amendment or termination is sought, and then only to the extent set forth in such instrument.

7.5 Notwithstanding the place of execution of this instrument, the parties to this instrument have contracted for Wisconsin law to govern this instrument and it is controllingly agreed that this instrument is made pursuant to and shall be construed and governed by the laws of the State of Wisconsin without regard to the principles of conflicts of law.

7.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

7.7 Time is of the essence of this Agreement.

7.8 This Agreement and each and every covenant, agreement and provision hereof shall be binding upon the parties hereto and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Agreement.

GIUFFRE VIII, LLC

BY *[Signature]*
Its *MSR*

JOHNSON BANK

BY *[Signature]*
Jay Cashmore, Vice President

CITY OF MILWAUKEE

BY *[Signature]*
Tom Barrett, Mayor

BY *[Signature]*
Ronald D. Leonhardt, City Clerk

Countersigned

[Signature]
W. Martin Morics, Comptroller *W*

REDEVELOPMENT AUTHORITY OF
THE CITY OF MILWAUKEE

BY *[Signature]*
~~Robert B. Rodine, Chair~~
ROBERT A. SMITH

BY *[Signature]*
David P. Misky, Assistant Executive
Director/Secretary

approved: form + execution
Ken P. Sullivan, ACA
9/29/10

GUARANTY OF COMPLETION
CITY LIGHTS PROJECT

**DUPLICATE
ORIGINAL**

THIS GUARANTY OF COMPLETION, dated as of September 29, 2010, by Giuffre VIII, LLC, a Wisconsin limited liability company, ("Guarantor") to the Redevelopment Authority of the City of Milwaukee, ("RACM").

WITNESSETH:

WHEREAS, Guarantor and RACM have entered into a Development Agreement, City Lights Project dated as of September 29, 2010 (the "Development Agreement"); and

WHEREAS, It is a condition of RACM to enter into the Development Agreement that Guarantor shall guarantee completion of the Project.

NOW, THEREFORE, In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor unconditionally and irrevocably guarantees to RACM, its successors and assigns, as follows:

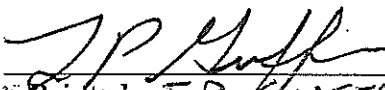
1. As used in this Guaranty, all terms capitalized herein, defined in the Development Agreement and not otherwise defined herein shall have the same meaning as set forth in the Development Agreement.
2. Guarantor shall not abandon construction of Phase 1 of the Project nor fail to complete Phase 1 of the Project in accordance with Article III of the Development Agreement (unless the time for completion has been extended by RACM), nor fail to pay all construction costs associated with the Project, nor fail to perform and complete all of its obligations as set forth in this Development Agreement as and when the same are due. Guarantor agrees to assume all responsibility for the completion of Phase 1 of the Project and, at Guarantor's own cost and expense, to pay all amounts due pursuant to Article III of the Development Agreement, and to pay all bills incurred in connection with the construction of Phase I of the Project. Guarantor's obligations hereunder shall be limited recourse obligations secured by all of Guarantor's investments and interests in the Project and by the Mortgage but by no other assets of Guarantor.
3. Guarantor hereby waives notice of acceptance of this Guaranty by RACM and any and all notices, presentment and demands of every kind (except as provided elsewhere herein) which may be required to be given by any statute or rule of law and agrees that Guarantor's liability hereunder shall be in no way affected, diminished or released by an extension of time or forbearance which may be granted by RACM under the Development Agreement) or any waiver under the Development Agreement or by reason of any change or modification in the Development Agreement or by the acceptance by RACM of additional security or any increase, substitution or changes therein, or by the release by RACM of any security or any withdrawal thereof or decrease therein.

4. This is a guaranty of payment and not of collection; Guarantor agrees that this Guaranty may be enforced by RACM without the necessity, at any time, of resorting to or exhausting any other security or collateral or any remedy through recourse to the Project. Guarantor further agrees that nothing contained herein shall prevent RACM from suing on or foreclosing (by exercise of the power of sale or otherwise) under the Mortgage or the Development Agreement, or from exercising any other rights available to it under the Development Agreement, and the exercise of any of the aforesaid shall not constitute a discharge of any of Guarantor's obligations hereunder; it being the purpose and intent of Guarantor that Guarantor's obligations hereunder shall be absolute, independent and unconditional under any and all circumstances.
5. If it becomes necessary for RACM to employ counsel to enforce the obligations of Guarantor hereunder, Guarantor agrees to pay reasonable counsel fees together with all reasonable expenses in connection therewith.
6. If any provision or portion thereof of this Guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Guaranty, and the remaining provisions and portions thereof shall continue in full force and effect.
7. This Guaranty shall terminate upon the date on which a certificate of occupancy is issuable for Phase I of the Project and all work has been completed in accordance with the plans and specifications for Phase I of the Project.
8. Notice to Guarantor hereunder shall be given in writing. Notwithstanding anything set forth in this Guarantee to the contrary, RACM shall forbear from exercising its remedies under this Guaranty or the Development Agreement until: (a) thirty (30) days following delivery to Guarantor of notice of any failure by Guarantor to pay any construction costs within ten (10) days of the date when due, if Guarantor has not cured such failure by such date; or (b) thirty (30) days following delivery to Guarantor of notice of failure to complete construction or otherwise fail to perform any obligation under the Development Agreement. Notice to Guarantor hereunder shall be given in writing and in accordance with the terms of the Development Agreement.

IN WITNESS WHEREOF, This Guaranty has been executed as of the day and year set forth above.

GUARANTOR:

GIUFFRE VIII, LLC

By: 
Name Printed: F. P. GIUFFRE, MANAGER

1050-2009-2827:152958

GRANT OF
EASEMENT AGREEMENT

Document Number

Document Title

GRANT OF
EASEMENT AGREEMENT

DUPLICATE
ORIGINAL

Recording Area

Name and Return Address

Kevin P. Sullivan
Assistant City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

Parcel Identification Number (PIN)

Drafted by:
Kevin P. Sullivan, Assistant City Attorney
City of Milwaukee City Attorney's Office

GRANT OF EASEMENT AGREEMENT

This Grant of Easement Agreement is made as of this 29th day of September, 2010 by and between Giuffre VIII, LLC, a Wisconsin limited company ("Grantor"), and the City of Milwaukee, a Wisconsin municipal corporation (the "City").

WHEREAS, Grantor is the owner of certain property located along the Menomonee River in the City of Milwaukee, State of Wisconsin more particularly described on *Exhibit A* attached hereto (the "Property"); and

WHEREAS, pursuant to the terms of a Development Agreement dated as of even date herewith (the "Development Agreement") by and between Grantor, the Redevelopment Authority of the City of Milwaukee ("RACM") and the City, certain public walk improvements identified on *Exhibit B* attached hereto (the "Public Walk") were constructed on a portion of the Property located approximately 30 feet to the north of the Menomonee River; and

WHEREAS, the Development Agreement imposes upon Grantor certain responsibilities with respect to the construction, development, maintenance and repair of that portion of the Property from the Public Walk south to the north bank of the Menomonee River, as more fully described on *Exhibit C* (the "Public Frontage"); and

WHEREAS, the parties enter into this Grant of Easement Agreement to secure for the general public pedestrian and other access to the Public Frontage.

NOW, THEREFORE, in consideration of the above Recitals and the terms and conditions of the Development Agreement, the parties hereto agree as follows:

1. Grantor hereby conveys to City a nonexclusive easement upon and across the Public Frontage and, solely to the extent reasonably necessary to carry out the activities

described in subparagraph (b) below, upon and across other portions of the Property, for the following purposes:

a. pedestrian access, for the benefit of the public, across the Public Frontage in accordance with the terms of this Agreement;

b. maintenance, repair or replacement of all or any portion of the Public Walk or Public Frontage by Grantee and the City in accordance with the terms of this Agreement; and

c. installation and removal of holiday, seasonal or thematic decorations, banners, plantings and similar items (collectively, the "Decorations") by Grantee and the City in accordance with the terms of this Agreement.

2. Throughout the term of this Agreement, Grantor shall maintain (a) comprehensive liability insurance, naming the City, their officers, agents and employees, as additional insureds, against all claims, demands, actions for personal injury to or death in an amount not less than \$1,000,000 for each personal injury to or death of one person in any one accident; \$5,000,000 for personal injury or death of more than one person in any one accident; and in an amount not less than \$5,000,000 for damage to property in any one accident; and (b) comprehensive "all risk" insurance, insuring against fire or other casualty, vandalism and malicious mischief, with extended coverage, in an amount equal to 100% of the full replacement cost of any improvements located on the Public Frontage and sufficient to avoid all co-insurance provisions of the subject insurance policy. Grantor shall have the right to maintain the insurance coverages required to be maintained hereunder under umbrella or blanket insurance coverages covering other premises so long as such umbrella or blanket insurance policies expressly provide coverage for the requirements provided under this Agreement.

City reserves the right to secure and maintain the insurance described in this paragraph 2 and, in the event City obtains such insurance, then the cost of same shall be for the account of Grantor and shall be specially assessed against Grantor and the Property by City as authorized by law.

3. Grantor shall be responsible to maintain the Public Frontage in accordance with the maintenance standards set forth on *Exhibit D* attached hereto and shall undertake all necessary capital repairs and replacements when and as necessary. If Grantor fails to maintain the Public Frontage in the condition required by this Agreement, the City may provide Grantor with a written notice setting forth the maintenance or repair work that such party reasonably determines has not been done. If the Grantor does not commence such maintenance or repair work within thirty (30) days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not as a result of causes beyond Grantor's reasonable control, then City may perform such work and shall be reimbursed for all reasonable costs incurred in performing such work by specially assessing Grantor and the Property for the cost of such work in accordance with the law.

4. The City shall, at all times, make the Public Frontage available for use by members of the public, except for such times as any portion of the Public Frontage must be closed for landscaping, maintenance or repair or to avoid the acquisition of adverse or prescriptive rights. Grantor shall have the right periodically (i.e., not more than once a year and not more than 24 hours at a time) to close off the Public Frontage in order to prevent the acquisition of any adverse or prescriptive rights.

5. The City shall have the right from time to time, and upon at least 72 hours prior written notice to Grantor; to enter upon the Public Frontage to install and remove Decorations.

Such installations and removals shall not materially interfere with the lawful use of the Property by Grantor or any tenant, licensee or occupant of the Property.

6. Grantor shall pay for all electricity, water and other utilities used for lighting, cleaning and watering of flowers and other plant materials on the Public Frontage (including as such may be necessary for Decorations and as such may be used for maintenance and repairs to the Public Frontage).

7. Grantor shall not make any structural or landscaping alterations or modifications to the Public Frontage without the prior written consent of the City. Further, Grantor shall not install any decorative elements or attach any fixtures to or upon the Public Frontage without the prior written consent of the City. Any request by Grantor for installation of decorative elements or attachment of fixtures must be in writing, and the City shall approve or disapprove such request in writing within 15 business days following receipt. Failure of the City to deliver a written response within such time period shall constitute approval of the request. Other than installation and removal of Decorations as provided herein, the City shall not make any changes to the Public Frontage without the prior written approval of Grantor.

8. This Agreement shall run with the land, encumbering the Public Frontage with permanent easement rights of access, and shall be binding on and shall inure to the benefit of the parties hereto and to the City and their respective heirs, successors and assigns. In no event shall the pedestrian easement granted to the public under paragraph (a) of this Agreement terminate.

9. All notices to be given by one party to the other under this Agreement shall be in writing and given either by personal delivery or certified mail, postage prepaid, to the addresses set forth in this paragraph. A notice shall be deemed delivered either upon actual receipt or upon refusal by a party to accept delivery. Either party may change its address for purposes of

receiving notice by delivering written notice thereof in accordance with the requirements of this paragraph.

To Grantor:

Giuffre VIII, LLC
445 West Oklahoma Avenue
Milwaukee, WI 53207

With a copy to:

To the City:

Commissioner of City Development
809 North Broadway
Milwaukee, WI 53202

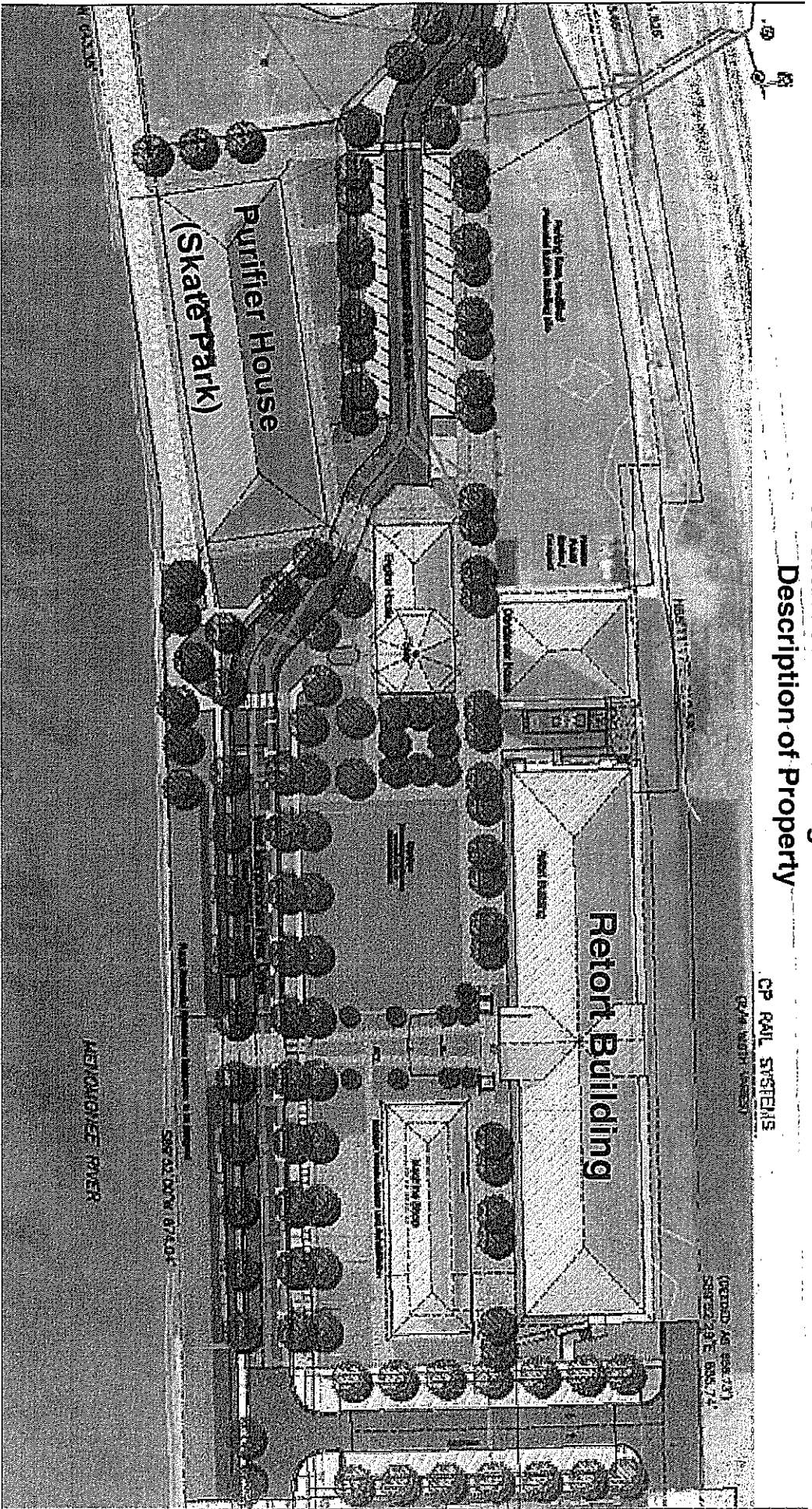
10. This Agreement may be enforced either at law or in equity, with the nonbreaching party entitled to injunctive relief and/or monetary damages. If any action for enforcement of this Agreement is brought, the nonprevailing party in such action shall reimburse the prevailing party for its reasonable attorneys' fees incurred in such action.

11. This Agreement may be amended only by a written instrument executed by both Grantor and the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above provided.

Signatures appear on following pages

EXHIBIT A
To Grant of Easement Agreement
Description of Property

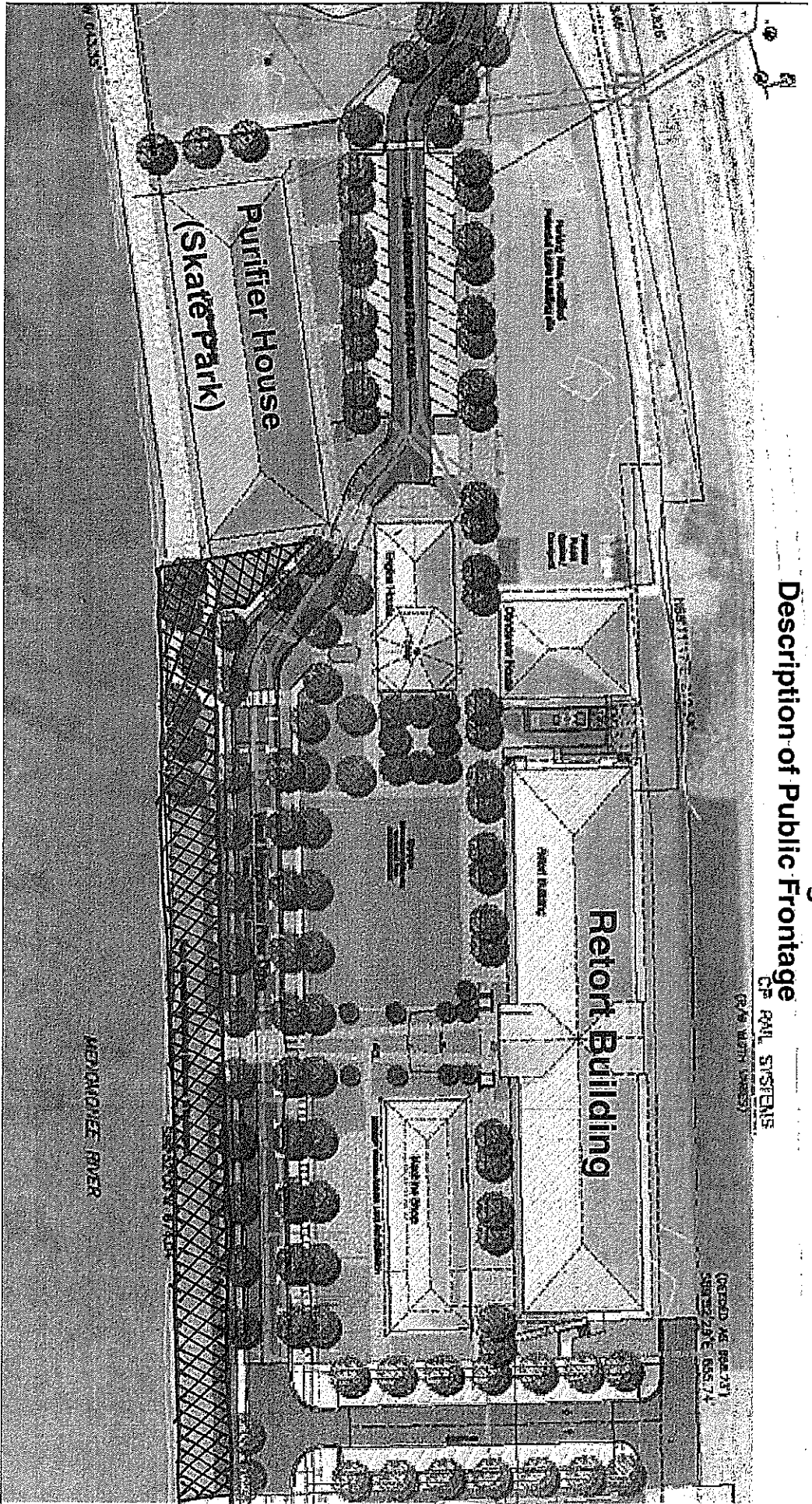


(PRINTED AS PER 231)
SHEET 2 OF 2, BNS 7/1

EXHIBIT C
to Grant of Easement Agreement
Description of Public Frontage

CP&P RAIL SYSTEMS
(CP&P WITH INTEREST)

(CREATED BY PAGE 23)
SHEET 2/17 (REV. 7/1)



Public Frontage

EXHIBIT D
To Grant of Easement

Public Frontage
Maintenance and Operation Criteria

1. Open for use at all times except as it relates to adverse possession and times of maintenance and repair.
2. Maintain lighting during hours of darkness for security and safety (same burn time as City street lighting – minimum).
3. Cut the grass as needed to maintain the public's ability to access and enjoy the public space.
 - Area drains, if any, kept open at all times
4. Keep Public Frontage generally clean of litter on a daily basis.
 - Empty trash receptacles as necessary
5. Keep benches and other amenities in good, safe repair at all times.
6. Paint benches, and other amenities as necessary to maintain a pleasing aesthetic quality, consistent with approved color schemes.
 - Remove graffiti as soon as practical (as weather permits)
7. Inspect structural integrity of facility semi-annually and as necessary if other problems occur.

DUPLICATE
ORIGINAL

EMERGING BUSINESS ENTERPRISE AGREEMENT
FOR THE
CITY LIGHTS PROJECT

This Emerging Business Enterprise Agreement is entered into by and between the CITY OF MILWAUKEE (hereinafter the "CITY"), and Giuffre VIII LLC, a Wisconsin Limited Liability Company (hereinafter "DEVELOPER").

WHEREAS, the aforementioned parties to this Agreement acknowledge and understand that this Agreement shall become part of any development and/or financing agreement to be signed by the aforementioned parties.

WHEREAS, DEVELOPER acknowledges that the CITY have established policies regarding the utilization of Emerging Business Enterprises ("EBEs") which are consistent with Chapter 360 of the Milwaukee Code of Ordinances (Copy available upon request).

WHEREAS, DEVELOPER agrees that the provision of the above-referenced offer was conditioned upon the DEVELOPER and its agents agreeing to reach a requirement of 25% EBE participation in the construction of said PROJECT.

I. DEFINITIONS

A. EMERGING BUSINESS ENTERPRISE ("EBE") is a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage, as defined in Chapter 360 of the Milwaukee Code of Ordinances. The individuals must have day-to-day operational and managerial control, interest in capital, financial risks and earnings commensurate with the percentage of their ownership. Emerging Business Enterprises are certified as such by the City of Milwaukee Certification Program. Note: Businesses that were certified under the old name (Disadvantaged Business Enterprise (DBE)) will continue to qualify for the program.

B. JOINT VENTURE is an association of two (2) or more persons or businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and/or knowledge.

II. EMERGING BUSINESS ENTERPRISE PROGRAM

The DEVELOPER shall utilize EBE's, as defined in Chapter 360, Milwaukee Code of Ordinances, in developing and constructing the PROJECT for an amount equal to 25% of the total PROJECT costs deemed eligible pursuant to EBE guidelines.

A. Demonstrable efforts, when exercised by the DEVELOPER in conjunction with the PROJECT, are defined as DEVELOPER completing the following activities:

1. Advertise in general circulation and trade association media, as well as in community newspapers regarding contracting and subcontracting opportunities. Advertising in the Daily Reporter and two other publications shall be the minimum acceptable level of performance (**Exhibit A “EBE Marketing Plan – Publications/Advertising Contacts”**).
2. Provide interested EBEs and the agencies listed in **Exhibit B “EBE Marketing Plan – Community Agency Contacts**, with adequate information about PROJECT plans, specifications, and contract/subcontract requirements at least two (2) weeks prior to the contract bidding process. DEVELOPER shall document Community Agency Contacts by completing the Contact Sheet attached as Exhibit B1 and submitting the completed Contact Sheet to EBEP prior to commencement of bidding.
3. Submit **EBE Participation Form A (Exhibit C)** to EBEP. This form must be submitted with the prime contractor's bid.
4. Conduct pre-bid conferences and a pre-bid walk-through two (2) weeks in advance of the contract bid date.
5. Provide written notice to all pertinent construction trades and professional services EBEs listed in the current City of Milwaukee Directory, soliciting their services in sufficient time (at least 2 weeks) to allow those businesses to participate effectively in the contract bidding process. To identify EBEs for the PROJECT, utilize the current *Official City of Milwaukee EBE Directory* published by the City of Milwaukee Emerging Business Enterprise (EBE) Program. The directory can be accessed on-line at: www.milwaukee.gov/ebe

Follow-up with EBEs who show an interest in the PROJECT during the initial solicitation process (**Exhibit D “EBE Solicitation Form”**).

6. Select trade and professional service areas for EBE awards wherein the greatest number of EBEs exist to perform the work. Thereby, the likelihood of contracts or subcontracts being awarded to EBE businesses would increase. Include where appropriate, the breaking down of contracts or subcontracts into smaller, economically feasible units to facilitate EBE participation.
7. Negotiate in "good faith" with interested EBEs, not rejecting EBE bids as unqualified or too high without sound reasons based on a thorough review of the bid submitted and maintain documentation to support the rejection of any EBE bid. Bids that are not cost effective, and/or time prohibitive will be considered “rejectable” bids. (**Exhibit E “ Bid Rejection Form”**).
8. Utilize the services available from public or private agencies and other organizations in identifying EBEs available to perform the work.

9. Include in PROJECT bid documents and advertisements an explanation of PROJECT requirements for EBE participation to prospective contractors and subcontractors.
 10. As necessary and when ever possible, facilitate the following:
 - a) Joint ventures, limited partnerships or other business relationships intended to increase EBEs' areas of expertise, bonding capacity, credit limits, etc.
 - b) Training Relationships
 - c) Mentor/protege Agreements
- B. If the DEVELOPER completes the aforementioned activities and demonstrates "good cause" for not meeting the 25% requirement for EBE participation, it shall be deemed that the DEVELOPER has acted in "good faith" to achieve the requirement.
- C. If at any point during this contract term, the DEVELOPER meets or exceeds the 25% EBE requirement in conjunction with said PROJECT, it shall be deemed that the DEVELOPER has achieved or exceeded the CITY's EBE requirement, for the purposes of fulfilling the terms of this Agreement.
- D. Contract or subcontract amounts awarded to EBE suppliers, that do not manufacture products they supply, may only be counted for up to 20% of the 25% EBE participation requirement.

III. REPORTING

DEVELOPER agrees to report to the City's EBEP Manager on Developer's utilization of EBEs in its contracting activities of the aforementioned PROJECT, pursuant to Chapter 360 of the Milwaukee Code of Ordinances. In order to monitor the Project's EBE participation, the CITY requires, and DEVELOPER agrees to take the following steps:

- A. Provide a list of all Categories of Work on the above-described PROJECT with budget allowances for which bids will be solicited and highlight those categories, based upon Developer's knowledge and experience, which are conducive to EBE participation one month prior to any bids being solicited or awarded (**Exhibit F "Categories of Work"**).
- B. Provide the City's EBEP Office with documentation supporting efforts extended to solicit bids from EBEs. Upon request, DEVELOPER shall make information related to EBE bids available to the City's EBEP Office.
- C. Submit an EBE Monthly Report Form D (**Exhibit G**) to EBEP the 20th of each month. Also submit EBE Subcontractor Payment Form (**Exhibit H**) with the final Form D.

IV. DEVELOPER VIOLATION

The CITY may impose any or all of the sanctions set forth in Section 360-08, Milwaukee Code of Ordinances, for violation of this Agreement, namely:

- A. Withholding of payment.

B. Termination, suspension or cancellation of the contract in whole or in part.

C. Denial to participate in any further contracts awarded by the CITY.

In addition, the DEVELOPER may be liable for liquidated damages to the CITY for that percentage of the total PROJECT dollars, which represent the difference between the EBE participation requirement herein defined and the actual EBE participation attained during the PROJECT. Prior to the imposition of any liquidated damages hereunder, the CITY must demonstrate that the DEVELOPER failed to undertake the actions set forth in sec. II.A. of this Agreement in attaining EBE participation in said PROJECT.

IN WITNESS WHEREOF, the parties have executed this EBE AGREEMENT

This 29th day of September of 2010.

City of Milwaukee

By: Tom Barrett
Tom Barrett, Mayor

By: Ronald D. Leonhardt
Ronald D. Leonhardt, City Clerk

By: Michael J. Egan
John Egan, Deputy City Comptroller
W.M. Monox

Developer: GUIFFRE JILL LLC

By: J.P. Guiffre
Insert Signatory Name

Approved as to form and execution this 29th day of September, 2010

Kevin P. Sullivan
Asst City Attorney

**EXHIBIT A
EBE MARKETING PLAN**

PUBLICATIONS/ADVERTISING CONTACTS

Milwaukee Times
(Published weekly)
2216 North King Drive
Milwaukee, WI 53212
Tele. No: (414) 263-5088
Fax: (414) 263-4445
Contacted _____yes _____no
Contact Person _____
Date and Time _____

The Milwaukee Courier
(Published weekly)
2431 West Hopkins Street
Milwaukee, WI 53206
Tele No: (414) 449-4860
Fax: (414) 449-4872
Contacted _____yes _____no
Contact Person _____
Date and Time _____

Milwaukee Community Journal, Inc.
(Published twice weekly)
3612 North King Drive
Milwaukee, WI 53212
Tele No: (414) 265-5300
Fax: (414) 265-1536
Contacted _____yes _____no
Contact Person _____
Date and Time _____

Daily Reporter
(Published daily M-F)
704 West Wisconsin Avenue
Milwaukee, WI 53233
Tele No: (414) 276-0273
Fax: (414) 276-8057
Contacted _____yes _____no
Contact Person _____
Date and Time _____

**EXHIBIT B
EBE MARKETING PLAN**

COMMUNITY AGENCY CONTACTS

National Association of Minority Contractors
3100 West Concordia Ave
Milwaukee, WI 53216
(414) 449-0837

The Milwaukee Urban League
435 West North Avenue
Milwaukee, WI 53212
(414) 374-5850

African American Chamber-Commerce
6203 West Capitol Dr
Milwaukee, WI 53216
(414) 462-9450

Hispanic Chamber of Commerce of Wisconsin
816 West. National Ave.
Milwaukee, WI 53204
(414) 643-6963

Wisconsin Minority Business Opportunity Center
1915 North Dr. Martin Luther King Jr. Drive, Suite 213-F
Milwaukee, WI 53212
(414) 372-3773

Hmong Wisconsin Chamber of Commerce
3616 West National Avenue. Suite 99
Milwaukee, WI 53215
(414)649-8331

Lao Family Community Inc.
2331 West Vieau Place Milwaukee, WI 53204
414-385-3380

EXHIBIT B1
Emerging Business Enterprise (EBE)
Contact Sheet

Name of Agency	Address of Agency	Contact Person	Date of Contact	Time of Contact

CITY OF MILWAUKEE - DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM
EBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

PRIME CONTRACTOR'S NAME: _____ CONTRACT NAME OR NUMBER: _____

START DATE: _____ TOTAL BID AMOUNT: _____ TOTAL EBE AMOUNT: _____

Please list below all proposed subcontractor(s) and/or material supplier(s) for this project.

EBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	% OF BID	SUB-CONTRACTOR/OR SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	AMOUNT	OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGMENT
1. _____					

Authorized Signature: _____ Print Name & Title: _____

**RETURN THIS FORM TO DOA-EMERGING BUSINESS ENTERPRISE PROGRAM
THIS FORM MUST BE SUBMITTED WITH THE PRIME CONTRACTORS BID.**

Reviewed By: _____ Date: _____ PROJECT MANAGER TITLE

Reviewed By: _____ Date: _____ (DOA) - EBE Program

Exhibit D
EMERGING BUSINESS ENTERPRISE (EBE)
SOLICITATION FORM

Name & Address of EBE Firm _____

Name of Individual Contacted _____ Phone Number _____

Type of Work _____ Date and Time of Contact _____

Quotation or Proposal Received _____

REMARKS: THESE SHOULD INCLUDE ANY FOLLOW UP ACTIONS. IN THE EVENT THAT THE EMERGING BUSINESS ENTERPRISE WILL NOT BE UTILIZED, INCLUDE AN EXPLANATION OF THE REASON (S) WHY THE FIRM WILL NOT BE USED. FOR EXAMPLE: IF THE ONLY REASON FOR NON-UTILIZATION WAS PRICE, THE EXPLANATION SHOULD REFLECT WHAT STEPS WERE TAKEN TO REACH A COMPETITIVE PRICE LEVEL.

REMARKS:

EXHIBIT E
Emerging Business Enterprise (EBE)
Rejection of Bid Form

Name and Address of EBE firm	Type of Work	Bid Submitted by EBE	Actual Bid Award	Reasons for bid rejection	Approved By
1					
2					
3					
4					
5					
6					
7					
8					

EXHIBIT G
DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM

EBE MONTHLY REPORT

(1) Report for the Month of _____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

(4) Description of service performed and/or material supplied _____

(5) Purchase Order /Contract # _____ (6) Project Number _____

(7) Start Date: _____ (8) Prime Contractors Total \$: _____

(9) Completion Date: _____ (10) Prime Contractor YTD \$: _____

(11) EBE % goal _____ and \$ goal _____

List all EBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. If this represents the final report, be sure to indicate at the top of form.

NAME OF EBE FIRM(s)	SERVICE PERFORMED/ MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID Y-T-D
TOTAL PAID TO EBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature: _____
(Name) (Title) (Phone Number)

(14) Date _____

Note: This form should be submitted no later than the 20th of every month to Emerging Business Enterprise Program, 200 East Wells Street, Room 606, Milwaukee, WI or fax to (414) 286-8752, Attn: Ossie Kendrix

Exhibit H
FORM E

CITY OF MILWAUKEE – DEPARTMENT OF ADMINISTRATION
EMERGING BUSINESS ENTERPRISE PROGRAM

EBE SUBCONTRACTOR PAYMENT CERTIFICATION

EBE Subcontractor's Firm Name: _____

Prime Contractor Name: _____

Prime Contractor's Bid or RFP#: _____ Purchase Order or Contract # _____

This certificate is to be signed by the EBE subcontractor firm that was utilized in connection with the above contract, either for service performed, and/or as a supplier. Attach this form to the Prime Contractor's final **FORM D** (EBE Monthly Report) and return to:

Department of Administration
Emerging Business Enterprise Program
City Hall – Room 606
200 East Wells St
Milwaukee, W 53202
(or fax to 414-286-8752)

I _____ hereby certify that our firm has received
(PLEASE PRINT NAME)
\$ _____ from _____
(PRIME CONTRACTORS NAME)
for subcontract work performed and/or material supplied on the above contract.

Signature & Title _____ Date: _____

Signature & Title _____ Subcontractor
Date: _____
Prime Contractor

**NOTE: THIS FORM MUST BE ATTACHED TO PRIME CONTRACTORS FINAL FORM D
(EBE MONTHLY REPORT)**

Ref: EBE Forms/ Form E – Payment Certification Form

DUPLICATE ORIGINAL

State Bar of Wisconsin Form 21-2003 MORTGAGE

Document Number

Document Name

Giuffre VIII, LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more) mortgages to Redevelopment Authority of the City of Milwaukee, its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ evidenced by a note or notes, or other obligation ("Obligation") dated set forth in Guaranty of Completion executed by Mortgagor of even date herewith

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Milwaukee County, State of Wisconsin ("Property"):

SEE ATTACHED EXHIBIT A

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

This is not homestead property. (is) (is not)

This is not a purchase money mortgage. (is) (is not)

I. MORTGAGOR'S COVENANTS:

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. INSURANCE: Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____;

(7) the address of the secured party is _____; and

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

Exhibit A
The Project Site

The real property located at 200 N 25th Street:

LEGALS LANDS IN SW ¼ SEC 30-7-22

DESCRIPTION LANDS BETW N LI N MENOMONEE CANAL – E LI N 25th St-S LI
CMSTP & P RR ROW & A LI 288.27' W of E LI SD ¼ SEC

For the real property located at 2001 West Mt Vernon Avenue:

LEGALS LANDS IN SW ¼ SEC 30-7-22

DESCRIPTION COM 573' N OF SE COR SD ¼ SEC-TH W 288.27'-TH N 326.96'-TH
E 123.27'-TH N 28.82'-TH E 165'-TH S 358.59' TO PT OF COM

For the real property located at 1601 West Mt Vernon Avenue:

LEGALS ROGERS SUBD (OUT LOTS) IN SW ¼ 29 & SE ¼ SEC 30-7-22

DESCRIPTION W 1285' OUT LOT 14 EXC (N 30' OF E 325' OF W 1285' FOR ST &
S 70' FOR CANAL)

MEMORANDUM OF
DEVELOPMENT AGREEMENT
(City Lights)
Document Title

Document Number

MEMORANDUM OF
DEVELOPMENT AGREEMENT

(City Lights Project)

DUPLICATE
ORIGINAL

Recording Area

Name and Return Address

Attorney Kevin P. Sullivan
Assistant City Attorney
City Attorney's Office
200 East Wells Street, Room 800
Milwaukee, WI 53202

Parcel Identification Number (PIN)

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum"), effective as of Sept 29, 2010, by and between Giuffre VIII LLC, a Wisconsin limited liability company ("Developer"), the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a public body corporate and politic organized and existing under the laws of the State of Wisconsin ("RACM"), and THE CITY OF MILWAUKEE, a Wisconsin municipal corporation ("CITY").

WITNESSETH:

WHEREAS, Developer, RACM and the City of Milwaukee have entered into a Development Agreement dated as of Sept 29, 2010 (the "Development Agreement"); and

WHEREAS, The purpose of the Development Agreement is the implementation of the City Lights Project as described therein and on the real property described in the legal description attached as Exhibit "A" (the "Project"); and

WHEREAS, The parties desire to enter into this Memorandum for the purpose of recording the same in order to give notice to the public of the Development Agreement.

IT IS, THEREFORE, In consideration of the premises, the mutual promises and covenants contained herein and in the Development Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties hereto, each being legally bound hereby, as follows, to wit:

1. Memorandum of Development Agreement. This Memorandum has been executed for purposes of public recording to give public notice of the Development Agreement and for no other purpose. The provisions of this Memorandum do not in any way change, alter, or affect the terms, covenants or conditions of the Development Agreement, the terms, covenants and conditions of which shall remain in full force and effect.

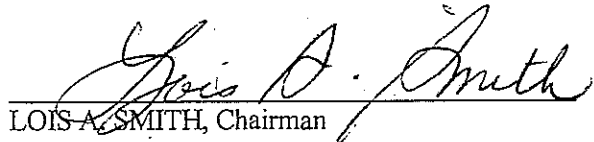
IN WITNESS WHEREOF, The parties hereto have caused this Memorandum to be duly executed, under seal, and delivered in Milwaukee, Wisconsin as of the 29th day of September, 2010.

CITY OF MILWAUKEE

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE



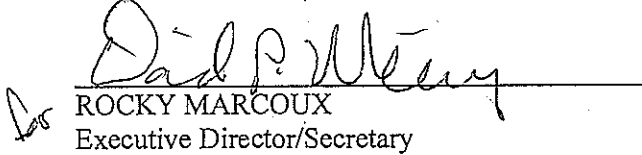
TOM BARRETT, Mayor



LOIS A. SMITH, Chairman

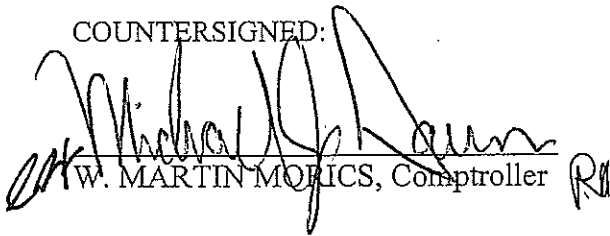


RONALD D. LEONHARDT, City Clerk



ROCKY MARCOUX
Executive Director/Secretary

COUNTERSIGNED:



W. MARTIN MORICS, Comptroller

GIUFFRE VIII LLC

By: 
Its: Manager
F. P. GIUFFRE

Signatures of Tom Barrett, Mayor and Ronald Leonhardt, City Clerk and ~~W. Martin Morics, Comptroller~~ ^{MICHAEL J. DAVIS, DEA} authenticated this 19th day of NOVEMBER, 2010.



Kevin P. Sullivan, Assistant City Attorney
State Bar No. 1005718

Signatures of ~~Kathryn M. West, Chair~~ ^{LOIS A. SMITH} and ~~Rocky Marcoux, Executive Director/Secretary~~ ^{DAVID P. MISKY} of the Redevelopment Authority of the City of Milwaukee authenticated this 19th day of NOVEMBER, 2010.



Kevin P. Sullivan, Assistant City Attorney
State Bar No. 1005718

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this 29th day of September, 2010, F.P. Giuffre,
Manager of the above-named Giuffre VIII LLC, to me known to be the person who executed the
foregoing instrument and acknowledged that he executed the foregoing instrument as such officer.

Kevin P. Sullivan
KEVIN P. SULLIVAN
notary, commission: permanent

Approved as to form and execution this
29th day of Sept, 2010.

Kevin P. Sullivan
Kevin P. Sullivan
Assistant City Attorney

Prepared by Kevin P. Sullivan
Assistant City Attorney
Milwaukee, Wisconsin

1050-2009-2827:160313

EXHIBIT A

Legal Description of the Project

Exhibit A
The Project Site

The real property located at 200 N 25th Street:

LEGALS LANDS IN SW ¼ SEC 30-7-22

DESCRIPTION LANDS BETW N LI N MENOMONEE CANAL – E LI N 25th St-S LI
CMSTP & P RR ROW & A LI 288.27' W of E LI SD ¼ SEC

For the real property located at 2001 West Mt Vernon Avenue:

LEGALS LANDS IN SW ¼ SEC 30-7-22

DESCRIPTION COM 573' N OF SE COR SD ¼ SEC-TH W 288.27'-TH N 326.96'-TH
E 123.27'-TH N 28.82'-TH E 165'-TH S 358.59' TO PT OF COM

For the real property located at 1601 West Mt Vernon Avenue:

LEGALS ROGERS SUBD (OUT LOTS) IN SW ¼ 29 & SE ¼ SEC 30-7-22

DESCRIPTION W 1285' OUT LOT 14 EXC (N 30' OF E 325' OF W 1285' FOR ST &
S 70' FOR CANAL)