

**AMENDMENT NO. 4 TO  
COOPERATION AGREEMENT FOR  
TAX INCREMENTAL DISTRICT – 32**

**THIS AMENDMENT TO COOPERATION AGREEMENT** (hereafter referred to as “Amendment”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between the City of Milwaukee, Wisconsin, a municipal corporation, (the “City”), 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 (the “Authority”), and the Milwaukee Economic Development Corporation, a Wisconsin non-profit corporation (“MEDC”).

**WITNESSETH THAT:**

**WHEREAS**, The City, MEDC, and the Authority entered into a Cooperation Agreement for Tax Incremental District –32 (the “TID 32 ”) dated the 2<sup>nd</sup> day of June, 1997, in order to provide for implementation of the TID Project Plan (the “Cooperation Agreement”), and specifically to provide “gap” financing for commercial and residential developments proposed in TID 32; and

**WHEREAS**, A copy of the Cooperation Agreement is attached hereto as Exhibit “A”; and

**WHEREAS**, The parties hereto wish to provide for a loan to finance a project at 1846 North Martin Luther King Jr. Drive, in TID 32;

**NOW, THEREFORE,** In consideration of the undertakings set forth herein and for other good and valuable consideration, the parties agree as follows:

1. Loan Terms: The Loan, as set forth in Exhibit B to this Amendment No. 4 Cooperation Agreement is hereby approved.
2. All terms and Conditions of the Cooperation Agreement are incorporated herein and hereby modified to conform with this Amendment but, in all other respects, shall continue in full force and effect.

**IN WITNESS WHEREOF,** The parties have caused this agreement to be duly executed the day and year as hereinafter set forth.

**IN THE PRESENCE OF:**

\_\_\_\_\_

**CITY OF MILWAUKEE**

\_\_\_\_\_  
JOHN O. NORQUIST, Mayor  
Date: \_\_\_\_\_

**IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_  
RONALD D. LEONHARDT, City Clerk  
Date: \_\_\_\_\_

**IN THE PRESENCE OF:**

\_\_\_\_\_

**COUNTERSIGNED:**

\_\_\_\_\_  
W. MARTIN MORICS, Comptroller  
Date: \_\_\_\_\_

**IN THE PRESENCE OF:**

**REDEVELOPMENT AUTHORITY OF  
THE CITY OF MILWAUKEE**

\_\_\_\_\_

\_\_\_\_\_  
TOM MELLENCAMP, Chair

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
JULIE A PENMAN, Exec. Director

Date: \_\_\_\_\_

Approved as to content  
this \_\_\_\_\_ day of \_\_\_\_\_, 2003

**MILWAUKEE ECONOMIC  
DEVELOPMENT CORPORATION**

\_\_\_\_\_  
THOMAS O. GARTNER  
Assistant City Attorney

Approved as to form and execution  
this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
PATRICK WALSH, President

Date: \_\_\_\_\_

\_\_\_\_\_  
THOMAS O. GARTNER  
Assistant City Attorney

## EXHIBIT A

Exhibit A consists of the Cooperation Agreement for TID 32, entered into as of June 2, 1997 by and between the City of Milwaukee, the Milwaukee Economic Development Corporation, and the Redevelopment Authority of the City of Milwaukee, on file as Contract No. 97-90 (CM).

EXHIBIT B

LOAN TERMS FOR TRISTAR DEVELOPMENT, LLC  
IN TID NO. 32

**BORROWER:** Tristar Development LLC, a company formed by Noel and Rilla Williams.

**DEVELOPMENT:** Purchase vacant land at 1846-48 North Dr. Martin Luther King Drive and construct a multi-tenant commercial building containing approximately 12,676 S.F., per plans of Anderson Ashton Architecture, dated October 11, 2002.

**LENDER:** Milwaukee Economic Development Corporation with funding provided through Tax Incremental District No. 32. Pursuant to a Cooperation Agreement with the City and the Redevelopment Authority.

**LOAN AMOUNT:** \$300,000.00

**INTEREST RATE:** 5.25%

**PAYMENT:** Payments to be deferred, and interest to accrue, for 24 months from the date of loan closing. A lump sum payment of accrued interest, in the amount of \$31,500, will be due in the 25<sup>th</sup> month; thereafter, payments of principal and interest of \$2150.00 shall be made monthly based on an 18-year amortization.

**TERM:** 3 years.

**COLLATERAL:** The Loan shall be secured by a shared second mortgage (split pro-rata 60/40) with MEDC on the Project, subordinate to a first mortgage loan in the maximum amount of \$725,000, having a minimum term of 3 years, and a 20-year amortization. Assignment of leases and rents.

**GUARANTEES:** Unlimited personal guarantees of Noel Williams and Rilla Williams. Unlimited corporate guarantees of Williams, CPA, LLC and Pristine Child Care, LLC.

**EQUITY:** Borrower's equity contribution to the Project shall not be less than \$216,090 from the following sources: 1) land and building equity on the real property located at 1842 North Martin Luther King Jr. Drive in Milwaukee in the amount of \$37,500; 2) \$50,000 cash equity from Mrs. Betty Nevels; 3) reinvestment of the Noel Williams' developer's fee in the amount of \$80,000; and 4) cash in the amount of \$48,590 from Noel and Rilla Williams.

**DUE ON SALE OR TAX-EXEMPTION:** The full amount of the Loan and any accrued interest thereon shall immediately be due and payable upon the sale of the Project, or in the event the Project, or any part thereof, becomes exempt from general real estate taxation by the City of Milwaukee.

**FINANCIAL STATEMENTS:** Borrower shall provide quarterly financial statements and an annual financial statement for the project, no later than 120 days following the end of the Project's fiscal year; all statements to be certified by the Chief Financial Officer of Borrower.

**DISBURSEMENTS:** Disbursements, for permanent financing, shall be made pursuant to a Disbursing Agreement and through a title company approved by Lender. All disbursements shall be subject to the prior approval of Lender and in amounts pro-rata with the first and second mortgage loans. No funds shall be disbursed until Borrower's equity is fully disbursed.

**EMERGING BUSINESS ENTERPRISES:** A minimum of 18% of the construction cost of the Project to be performed by Emerging Business Enterprises ("EBE") as defined in Chapter 360

**GENERAL:** The Loan documentation will carry such other terms and conditions as are customary provisions for loans of the sort. This term sheet is not to be construed as a formal commitment.