

Third Amended and Restated  
Note

\$4,000,000

Milwaukee, Wisconsin  
August 17, 2023

**FOR VALUE RECEIVED**, HG Sears LLC, a Wisconsin limited liability company (“MAKER”) promises to pay to 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”) the sum of Four Million Dollars (\$4,000,000.00), pursuant to the terms of that certain Loan Agreement (“Loan Agreement”) dated on a date even herewith and entered into by MAKER and RACM. Principal and interest hereunder shall be payable at the principal offices of RACM at 809 North Broadway, Milwaukee, Wisconsin, or at such other place as RACM may designate in writing and shall be paid as follows:

1. During the “Initial Five and One Half Year Period”, which shall be the period from August 1, 2019 until February 1, 2025, no interest on the principal balance of the loan evidenced by this Note (the “Loan”) shall accrue.
2. On the date which is the day after the end of the Initial Five and One Half Year Period (the “Adjustment Date”) interest on the principal balance of the Loan shall accrue at the rate of four and one-half percent (4 ½%) (the “Interest Rate”). Commencing on the Adjustment Date, principal and interest shall be due and payable commencing on the first day of the next succeeding month in equal monthly installments based upon: (i) the then existing principal balance; (ii) the Interest Rate; and (iii) an amortization period commencing on the Adjustment Date and ending on the “Final Maturity Date” as defined in paragraph 4.
3. Notwithstanding any other term or provision of this Note to the contrary, the entire outstanding principal balance and all accrued and unpaid interest hereunder shall be due and payable in full on February 1, 2040, (the “Final Maturity Date”).
4. If any term, covenant or condition of this Note or the mortgage securing the Loan (the “Mortgage”) or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Note or the Mortgage or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term, covenant and condition of this Note and the Mortgage shall be valid and enforced to the fullest extent permitted by law. This Note shall be governed in all respects by the internal laws of the State of Wisconsin and the United States of America.
5. Notwithstanding any provision herein or in the Loan Agreement, MAKER shall not have any personal liability under this Note or the Loan Agreement. RACM’s recovery on the Mortgage, this Note and the Loan Agreement shall be solely against and out of the property subject to the Mortgage (the “Property”) by enforcement of the provisions of the Mortgage, this Note and the Loan Agreement. Nothing in this

Note or in the Loan Agreement shall be or shall be deemed to be a release or impairment of said indebtedness or the lien thereof upon the Property, to preclude RACM from foreclosing upon the Mortgage, to preclude RACM from enforcing any of the rights under this Note, or to prejudice the rights of RACM, its successors and assigns under the Note.

6. It is a condition of this Note that MAKER may pay any amount or all of the principal of this Note at any time without penalty or fee.
7. MAKER hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note.
8. This Note is secured by a Mortgage dated as of July 15, 2019 encumbering certain real estate and property located in the County of Milwaukee in the State of Wisconsin, as therein described, and constitutes the Note issued under a certain Loan Agreement dated as of July 15, 2019 made by the parties hereto, (the "Loan Agreement" and collectively with the Mortgage referred to as the "Collateral Documents") to which reference is made for a statement of the terms and conditions upon which the loan evidenced hereby is made. By execution of this Note the Maker and RACM acknowledge that the Collateral Documents are amended to take into account the revised payment terms set forth herein but in all other respects remain in full force and effect.

DATED at Milwaukee, Wisconsin this 17<sup>th</sup> day of August, 2023.

BORROWER:

HG SEARS LLC

By:   
Kalam R. Haywood, Member

This Third Amended and Restated Note replaces and supersedes the Note from Maker to RACM dated July 15, 2019 (the "Prior Note"), a copy of which is attached hereto as EXHIBIT "A" and the Amended and Restated Notes from August 30, 2021 and August 22, 2022, copies of which are attached hereto as Exhibit "B". RACM hereby acknowledges cancellation of the Prior Note and Amended and Restated Notes and approves amendment of the Collateral Documents to take into account the revised payment terms set forth herein.

REDEVELOPMENT AUTHORITY OF THE  
CITY OF MILWAUKEE

*Frances Hardrick*

Chair

*Dan P. Miller*

Assistant Executive Director/Secretary

## PROMISSORY NOTE

\$4,000,000

Milwaukee, Wisconsin  
July 15, 2019

**FOR VALUE RECEIVED**, HG Sears LLC, a Wisconsin limited liability company (“MAKER”) promises to pay to 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”) the sum of Four Million Dollars (\$4,000,000.00), pursuant to the terms of that certain Loan Agreement (“Loan Agreement”) dated on a date even herewith and entered into by MAKER and RACM. Principal and interest hereunder shall be payable at the principal offices of RACM at 809 North Broadway, Milwaukee, Wisconsin, or at such other place as RACM may designate in writing and shall be paid as follows:

1. During the “Initial Two Year Period”, which shall be the period from August 1, 2019 until August 1, 2021, no interest on the principal balance of the loan evidenced by this Note (the “Loan”) shall accrue.
2. During the thirty-six (36) month period immediately following the Initial Two Year Period (the “Interest Only Period”), interest on the principal balance of the Loan shall accrue at the rate of four and one-half percent (4 ½%) (the “Interest Rate”). During the Interest Only Period, MAKER shall make interest only payments on the total principal amount of the Loan disbursed. Payments shall be made monthly.
3. On the date which is the day after the end of the Interest Only Period (the “Adjustment Date”) all accrued and unpaid interest shall be added to the principal balance of the Loan. Commencing on the Adjustment Date, interest shall accrue at the Interest Rate, principal and interest shall be due and payable commencing on the first day of the next succeeding month in equal monthly installments based upon: (i) the then existing principal balance; (ii) the Interest Rate; and (iii) an amortization period commencing on the Adjustment Date and ending on the “Final Maturity Date” as defined in paragraph 4.
4. Notwithstanding any other term or provision of this Note to the contrary, the entire outstanding principal balance and all accrued and unpaid interest hereunder shall be due and payable in full on August 1, 2039, (the “Final Maturity Date”).
5. If any term, covenant or condition of this Note or the mortgage securing the Loan (the “Mortgage”) or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Note or the Mortgage or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term, covenant and condition of this Note and the Mortgage shall be valid and enforced to the fullest extent permitted by law. This Note shall be governed in all respects by the internal laws of the State of Wisconsin and the United States of America.
6. Notwithstanding any provision herein or in the Loan Agreement, MAKER shall not have any personal liability under this Note or the Loan Agreement. RACM’s recovery on the Mortgage, this Note and the Loan Agreement shall be solely against and out of the

property subject to the Mortgage (the "Property") by enforcement of the provisions of the Mortgage, this Note and the Loan Agreement. Nothing in this Note or in the Loan Agreement shall be or shall be deemed to be a release or impairment of said indebtedness or the lien thereof upon the Property, to preclude RACM from foreclosing upon the Mortgage, to preclude RACM from enforcing any of the rights under this Note, or to prejudice the rights of RACM, its successors and assigns under the Note.

7. It is a condition of this Note that MAKER may pay any amount or all of the principal of this Note at any time without penalty or fee.
8. MAKER hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note.

DATED at Milwaukee, Wisconsin this 15<sup>th</sup> day of July, 2019.

BORROWER:

HG SEARS LLC

By:   
Kalan R. Haywood, Member

1050-2019-594:260821

Amended and Restated  
Note

\$4,000,000

Milwaukee, Wisconsin  
August 20, 2021

**FOR VALUE RECEIVED**, HG Sears LLC, a Wisconsin limited liability company (“MAKER”) promises to pay to 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”) the sum of Four Million Dollars (\$4,000,000.00), pursuant to the terms of that certain Loan Agreement (“Loan Agreement”) dated on a date even herewith and entered into by MAKER and RACM. Principal and interest hereunder shall be payable at the principal offices of RACM at 809 North Broadway, Milwaukee, Wisconsin, or at such other place as RACM may designate in writing and shall be paid as follows:

1. During the “Initial Three Year Period”, which shall be the period from August 1, 2019 until August 1, 2022, no interest on the principal balance of the loan evidenced by this Note (the “Loan”) shall accrue.
2. During the twenty-four (24) month period immediately following the Initial Two Year Period (the “Interest Only Period”), interest on the principal balance of the Loan shall accrue at the rate of four and one-half percent (4 ½%) (the “Interest Rate”). During the Interest Only Period, MAKER shall make interest only payments on the total principal amount of the Loan disbursed. Payments shall be made monthly.
3. On the date which is the day after the end of the Interest Only Period (the “Adjustment Date”) all accrued and unpaid interest shall be added to the principal balance of the Loan. Commencing on the Adjustment Date, interest shall accrue at the Interest Rate, principal and interest shall be due and payable commencing on the first day of the next succeeding month in equal monthly installments based upon: (i) the then existing principal balance; (ii) the Interest Rate; and (iii) an amortization period commencing on the Adjustment Date and ending on the “Final Maturity Date” as defined in paragraph 4.
4. Notwithstanding any other term or provision of this Note to the contrary, the entire outstanding principal balance and all accrued and unpaid interest hereunder shall be due and payable in full on August 1, 2039, (the “Final Maturity Date”).
5. If any term, covenant or condition of this Note or the mortgage securing the Loan (the “Mortgage”) or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Note or the Mortgage or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term, covenant and condition of this Note and the Mortgage shall be valid and enforced to the fullest extent permitted by law. This

Note shall be governed in all respects by the internal laws of the State of Wisconsin and the United States of America.

6. Notwithstanding any provision herein or in the Loan Agreement, MAKER shall not have any personal liability under this Note or the Loan Agreement. RACM's recovery on the Mortgage, this Note and the Loan Agreement shall be solely against and out of the property subject to the Mortgage (the "Property") by enforcement of the provisions of the Mortgage, this Note and the Loan Agreement. Nothing in this Note or in the Loan Agreement shall be or shall be deemed to be a release or impairment of said indebtedness or the lien thereof upon the Property, to preclude RACM from foreclosing upon the Mortgage, to preclude RACM from enforcing any of the rights under this Note, or to prejudice the rights of RACM, its successors and assigns under the Note.
7. It is a condition of this Note that MAKER may pay any amount or all of the principal of this Note at any time without penalty or fee.
8. MAKER hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note.
9. This Note is secured by a Mortgage dated as of July 15, 2019 encumbering certain real estate and property located in the County of Milwaukee in the State of Wisconsin, as therein described, and constitutes the Note issued under a certain Loan Agreement dated as of July 15, 2019 made by the parties hereto, (the "Loan Agreement" and collectively with the Mortgage referred to as the "Collateral Documents") to which reference is made for a statement of the terms and conditions upon which the loan evidenced hereby is made. By execution of this Note the Maker and RACM acknowledge that the Collateral Documents are amended to take into account the revised payment terms set forth herein but in all other respects remain in full force and effect.

DATED at Milwaukee, Wisconsin this 30 day of August, 2021.

BORROWER:

HG SEARS LLC

By: 

~~Kalan R. Haywood, Member~~

This Amended and Restated Note replaces and supersedes the Note from Maker to RACM dated July 15, 2019 (the "Prior Note"), a copy of which is attached hereto as EXHIBIT "A". RACM hereby acknowledges cancellation of the Prior Note and approves amendment of the Collateral Documents to take into account the revised payment terms set forth herein.

REDEVELOPMENT AUTHORITY OF THE  
CITY OF MILWAUKEE

*Frances Hardrick*

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Chair

*Don P. Meier*

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Assistant Executive Director/Secretary

1050-2019-594:275990



Second Amended and Restated  
Note

\$4,000,000

Milwaukee, Wisconsin  
August 22<sup>nd</sup>, 2022

**FOR VALUE RECEIVED**, HG Sears LLC, a Wisconsin limited liability company (“MAKER”) promises to pay to 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”) the sum of Four Million Dollars (\$4,000,000.00), pursuant to the terms of that certain Loan Agreement (“Loan Agreement”) dated on a date even herewith and entered into by MAKER and RACM. Principal and interest hereunder shall be payable at the principal offices of RACM at 809 North Broadway, Milwaukee, Wisconsin, or at such other place as RACM may designate in writing and shall be paid as follows:

1. During the “Initial Four Year Period”, which shall be the period from August 1, 2019 until August 1, 2023, no interest on the principal balance of the loan evidenced by this Note (the “Loan”) shall accrue.
2. During the twelve (12) month period immediately following the Initial Four Year Period (the “Interest Only Period”), interest on the principal balance of the Loan shall accrue at the rate of four and one-half percent (4 ½%) (the “Interest Rate”). During the Interest Only Period, MAKER shall make interest only payments on the total principal amount of the Loan disbursed. Payments shall be made monthly.
3. On the date which is the day after the end of the Interest Only Period (the “Adjustment Date”) all accrued and unpaid interest shall be added to the principal balance of the Loan. Commencing on the Adjustment Date, interest shall accrue at the Interest Rate, principal and interest shall be due and payable commencing on the first day of the next succeeding month in equal monthly installments based upon: (i) the then existing principal balance; (ii) the Interest Rate; and (iii) an amortization period commencing on the Adjustment Date and ending on the “Final Maturity Date” as defined in paragraph 4.
4. Notwithstanding any other term or provision of this Note to the contrary, the entire outstanding principal balance and all accrued and unpaid interest hereunder shall be due and payable in full on August 1, 2039, (the “Final Maturity Date”).
5. If any term, covenant or condition of this Note or the mortgage securing the Loan (the “Mortgage”) or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Note or the Mortgage or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term, covenant and condition of this Note and the Mortgage shall be valid and enforced to the fullest extent permitted by law. This Note shall be governed in all respects by the internal laws of the State of Wisconsin and the United States of America.

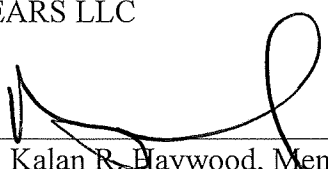
6. Notwithstanding any provision herein or in the Loan Agreement, MAKER shall not have any personal liability under this Note or the Loan Agreement. RACM's recovery on the Mortgage, this Note and the Loan Agreement shall be solely against and out of the property subject to the Mortgage (the "Property") by enforcement of the provisions of the Mortgage, this Note and the Loan Agreement. Nothing in this Note or in the Loan Agreement shall be or shall be deemed to be a release or impairment of said indebtedness or the lien thereof upon the Property, to preclude RACM from foreclosing upon the Mortgage, to preclude RACM from enforcing any of the rights under this Note, or to prejudice the rights of RACM, its successors and assigns under the Note.
7. It is a condition of this Note that MAKER may pay any amount or all of the principal of this Note at any time without penalty or fee.
8. MAKER hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note.
9. This Note is secured by a Mortgage dated as of July 15, 2019 encumbering certain real estate and property located in the County of Milwaukee in the State of Wisconsin, as therein described, and constitutes the Note issued under a certain Loan Agreement dated as of July 15, 2019 made by the parties hereto, (the "Loan Agreement" and collectively with the Mortgage referred to as the "Collateral Documents") to which reference is made for a statement of the terms and conditions upon which the loan evidenced hereby is made. By execution of this Note the Maker and RACM acknowledge that the Collateral Documents are amended to take into account the revised payment terms set forth herein but in all other respects remain in full force and effect.

DATED at Milwaukee, Wisconsin this 22<sup>nd</sup> day of August, 2022.

BORROWER:

HG SEARS LLC

By: \_\_\_\_\_

  
Kalan R. Haywood, Member

This Second Amended and Restated Note replaces and supersedes the Note from Maker to RACM dated July 15, 2019 (the "Prior Note"), a copy of which is attached hereto as EXHIBIT "A" and the Amended and Restated Note from August 30, 2021, a copy of which is attached hereto as Exhibit "B". RACM hereby acknowledges cancellation of the Prior Note and Amended and Restated Note and approves amendment of the Collateral Documents to take into account the revised payment terms set forth herein.

REDEVELOPMENT AUTHORITY OF THE  
CITY OF MILWAUKEE

*Frances Hardrick*  
Chair

*Dod P. Henry*  
Assistant Executive Director/Secretary

EXHIBIT A

PROMISSORY NOTE

\$4,000,000

Milwaukee, Wisconsin  
July 15, 2019

**FOR VALUE RECEIVED**, HG Sears LLC, a Wisconsin limited liability company (“MAKER”) promises to pay to 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”) the sum of Four Million Dollars (\$4,000,000.00), pursuant to the terms of that certain Loan Agreement (“Loan Agreement”) dated on a date even herewith and entered into by MAKER and RACM. Principal and interest hereunder shall be payable at the principal offices of RACM at 809 North Broadway, Milwaukee, Wisconsin, or at such other place as RACM may designate in writing and shall be paid as follows:

1. During the “Initial Two Year Period”, which shall be the period from August 1, 2019 until August 1, 2021, no interest on the principal balance of the loan evidenced by this Note (the “Loan”) shall accrue.
2. During the thirty-six (36) month period immediately following the Initial Two Year Period (the “Interest Only Period”), interest on the principal balance of the Loan shall accrue at the rate of four and one-half percent (4 ½%) (the “Interest Rate”). During the Interest Only Period, MAKER shall make interest only payments on the total principal amount of the Loan disbursed. Payments shall be made monthly.
3. On the date which is the day after the end of the Interest Only Period (the “Adjustment Date”) all accrued and unpaid interest shall be added to the principal balance of the Loan. Commencing on the Adjustment Date, interest shall accrue at the Interest Rate, principal and interest shall be due and payable commencing on the first day of the next succeeding month in equal monthly installments based upon: (i) the then existing principal balance; (ii) the Interest Rate; and (iii) an amortization period commencing on the Adjustment Date and ending on the “Final Maturity Date” as defined in paragraph 4.
4. Notwithstanding any other term or provision of this Note to the contrary, the entire outstanding principal balance and all accrued and unpaid interest hereunder shall be due and payable in full on August 1, 2039, (the “Final Maturity Date”).
5. If any term, covenant or condition of this Note or the mortgage securing the Loan (the “Mortgage”) or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Note or the Mortgage or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term, covenant and condition of this Note and the Mortgage shall be valid and enforced to the fullest extent permitted by law. This Note shall be governed in all respects by the internal laws of the State of Wisconsin and the United States of America.
6. Notwithstanding any provision herein or in the Loan Agreement, MAKER shall not have any personal liability under this Note or the Loan Agreement. RACM’s recovery on the Mortgage, this Note and the Loan Agreement shall be solely against and out of the

property subject to the Mortgage (the "Property") by enforcement of the provisions of the Mortgage, this Note and the Loan Agreement. Nothing in this Note or in the Loan Agreement shall be or shall be deemed to be a release or impairment of said indebtedness or the lien thereof upon the Property, to preclude RACM from foreclosing upon the Mortgage, to preclude RACM from enforcing any of the rights under this Note, or to prejudice the rights of RACM, its successors and assigns under the Note.

7. It is a condition of this Note that MAKER may pay any amount or all of the principal of this Note at any time without penalty or fee.
8. MAKER hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note.

DATED at Milwaukee, Wisconsin this 15<sup>th</sup> day of July, 2019.

BORROWER:

HG SEARS LLC

By:   
Kalan R. Haywood, Member

1050-2019-594:260821

## EXHIBIT B

Amended and Restated  
Note

\$4,000,000

Milwaukee, Wisconsin  
August 20, 2021

**FOR VALUE RECEIVED**, HG Sears LLC, a Wisconsin limited liability company (“MAKER”) promises to pay to 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”) the sum of Four Million Dollars (\$4,000,000.00), pursuant to the terms of that certain Loan Agreement (“Loan Agreement”) dated on a date even herewith and entered into by MAKER and RACM. Principal and interest hereunder shall be payable at the principal offices of RACM at 809 North Broadway, Milwaukee, Wisconsin, or at such other place as RACM may designate in writing and shall be paid as follows:

1. During the “Initial Three Year Period”, which shall be the period from August 1, 2019 until August 1, 2022, no interest on the principal balance of the loan evidenced by this Note (the “Loan”) shall accrue.
2. During the twenty-four (24) month period immediately following the Initial Two Year Period (the “Interest Only Period”), interest on the principal balance of the Loan shall accrue at the rate of four and one-half percent (4 ½%) (the “Interest Rate”). During the Interest Only Period, MAKER shall make interest only payments on the total principal amount of the Loan disbursed. Payments shall be made monthly.
3. On the date which is the day after the end of the Interest Only Period (the “Adjustment Date”) all accrued and unpaid interest shall be added to the principal balance of the Loan. Commencing on the Adjustment Date, interest shall accrue at the Interest Rate, principal and interest shall be due and payable commencing on the first day of the next succeeding month in equal monthly installments based upon: (i) the then existing principal balance; (ii) the Interest Rate; and (iii) an amortization period commencing on the Adjustment Date and ending on the “Final Maturity Date” as defined in paragraph 4.
4. Notwithstanding any other term or provision of this Note to the contrary, the entire outstanding principal balance and all accrued and unpaid interest hereunder shall be due and payable in full on August 1, 2039, (the “Final Maturity Date”).
5. If any term, covenant or condition of this Note or the mortgage securing the Loan (the “Mortgage”) or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Note or the Mortgage or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term, covenant and condition of this Note and the Mortgage shall be valid and enforced to the fullest extent permitted by law. This

Note shall be governed in all respects by the internal laws of the State of Wisconsin and the United States of America.

6. Notwithstanding any provision herein or in the Loan Agreement, MAKER shall not have any personal liability under this Note or the Loan Agreement. RACM's recovery on the Mortgage, this Note and the Loan Agreement shall be solely against and out of the property subject to the Mortgage (the "Property") by enforcement of the provisions of the Mortgage, this Note and the Loan Agreement. Nothing in this Note or in the Loan Agreement shall be or shall be deemed to be a release or impairment of said indebtedness or the lien thereof upon the Property, to preclude RACM from foreclosing upon the Mortgage, to preclude RACM from enforcing any of the rights under this Note, or to prejudice the rights of RACM, its successors and assigns under the Note.
7. It is a condition of this Note that MAKER may pay any amount or all of the principal of this Note at any time without penalty or fee.
8. MAKER hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note.
9. This Note is secured by a Mortgage dated as of July 15, 2019 encumbering certain real estate and property located in the County of Milwaukee in the State of Wisconsin, as therein described, and constitutes the Note issued under a certain Loan Agreement dated as of July 15, 2019 made by the parties hereto, (the "Loan Agreement" and collectively with the Mortgage referred to as the "Collateral Documents") to which reference is made for a statement of the terms and conditions upon which the loan evidenced hereby is made. By execution of this Note the Maker and RACM acknowledge that the Collateral Documents are amended to take into account the revised payment terms set forth herein but in all other respects remain in full force and effect.

DATED at Milwaukee, Wisconsin this 30 day of August, 2021.

BORROWER:

HG SEARS LLC

By: 

~~Kalan R. Haywood~~, Member

This Amended and Restated Note replaces and supersedes the Note from Maker to RACM dated July 15, 2019 (the "Prior Note"), a copy of which is attached hereto as EXHIBIT "A". RACM hereby acknowledges cancellation of the Prior Note and approves amendment of the Collateral Documents to take into account the revised payment terms set forth herein.

REDEVELOPMENT AUTHORITY OF THE  
CITY OF MILWAUKEE

*Frances Hardrick*

Chair

*Don P. Meier*

Assistant Executive Director/Secretary

1050-2019-594:275990