

**AMENDMENT #1 to
AMENDED AND RESTATED
COOPERATION, CONTRIBUTION AND
REDEVELOPMENT AGREEMENT
for the
COUTURE PROJECT**

Tax Incremental District No. 82 – East Michigan Street

THIS AMENDMENT #1 TO THE AMENDED AND RESTATED COOPERATION, CONTRIBUTION AND REDEVELOPMENT AGREEMENT FOR THE COUTURE PROJECT TAX INCREMENTAL DISTRICT NO. 82 is made as of March 18, 2022, and is by and among the CITY OF MILWAUKEE, a Wisconsin municipal corporation (“**City**”), the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a public body corporate and politic created and existing under the laws of the State of Wisconsin (“**RACM**”) on the one hand, and THE COUTURE LLC, a Wisconsin limited liability company (“**Couture**”), and THE COUTURE HOLDINGS GROUP INC., a Wisconsin business corporation (“**CHG**”), on the other (Couture and CHG collectively, the “**Developer**”).

RECITALS

A. City, RACM, and Developer are parties to that certain Amended and Restated Cooperation, Contribution and Redevelopment Agreement for the Couture Project, Tax Incremental District No. 82 (the “**Couture Development Agreement**”), dated as of April 30, 2021. A Memorandum regarding the Couture Development Agreement was recorded against the following property (the “**Property**”) in the Milwaukee County Register of Deeds (“**ROD**”) Office on May 3, 2021 as ROD Document No. 11109272:

909 E. Michigan Street, Milwaukee, Wisconsin, TIN 396-0511-000, as legally described on **Exhibit A** attached.

B. The parties wish to hereby amend the Couture Development Agreement as provided herein.

AGREEMENT

1. Recitals. The Recitals above are hereby agreed to.

2. Amendment. The first sentence of Section 13.4 of the Couture Development Agreement is hereby amended to delete the following language in its entirety:

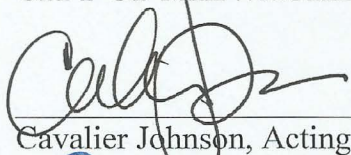
“and in exchange for a contribution to the Anti-Displacement Fund administered by MKE United in the amount of One Hundred Thousand Dollars (\$100,000.00) payable by the DEVELOPER’s principals, Rick Barrett and/or Tan Lo, at Closing”

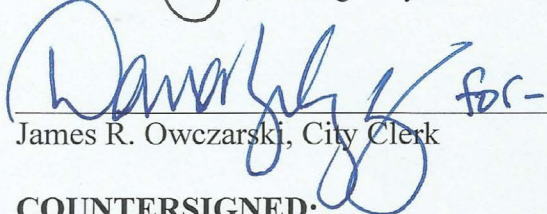
3. No Other Changes. Except as otherwise expressly amended hereby, the Couture Development Agreement and its other terms and conditions remain in full force and effect.

4. Counterparts. This document may be executed in counterparts which, when taken together, shall constitute one and the same document. Facsimile and electronic signatures shall be accepted as originals. Original signatures shall be provided if necessary for recording purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized representatives as of the date first set forth above.

CITY OF MILWAUKEE


Cavalier Johnson, Acting Mayor


James R. Owczarski, City Clerk

COUNTERSIGNED:


Aycha Sawa, Comptroller

CITY COMMON COUNCIL RESOLUTION
FILE NO. 211682. See also File No. 201573.

RACM RESOLUTION FILE NO. 10902. See also
File No. 10847.

AUTHENTICATION OF CITY SIGNATURES

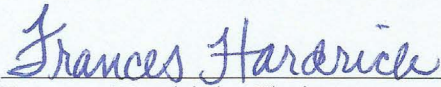
Gregg Hagopian, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the City representatives/signatories per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).


Gregg Hagopian, Assistant City Attorney

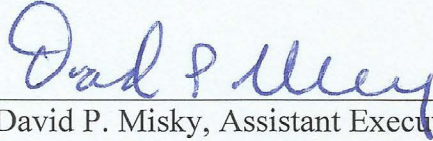
City Attorney's Office
State Bar No. 1007373

Date: 3.31.22 CAO 279330 (GH 3-8-2022)

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**



Frances Hardrick, Chairperson



David P. Misky, Assistant Executive
Director/Secretary

AUTHENTICATION OF RACM SIGNATURES

Gregg Hagopian, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signatures of the RACM representatives/signatories per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).



Gregg Hagopian, Assistant City Attorney

City Attorney's Office

State Bar No. 1007373

Date: 3-31-22

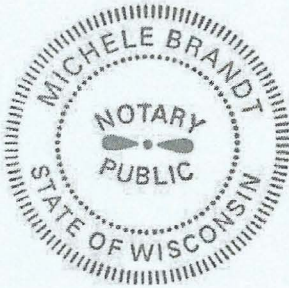
THE COUTURE LLC

By: *Richard J. Barrett*
Richard J. Barrett, Manager

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 7th day of April, 2022, Richard J. Barrett, Manager of The Couture LLC, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as such officer of The Couture LLC.

(SEAL)



Michele Brandt
Notary Public, State of Wisconsin
My Commission expires 06-20-22

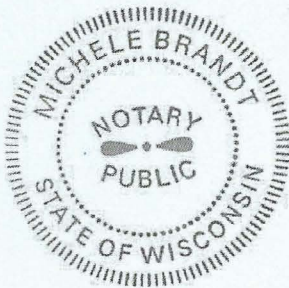
THE COUTURE HOLDINGS GROUP INC.

By: *Richard J. Barrett*
Richard J. Barrett, President

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 7th day of April, 2022 Richard J. Barrett, President of The Couture Holdings Group Inc., to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as such officer of The Couture Holdings Group Inc.

(SEAL)



Michele Brandt
Notary Public, State of Wisconsin
My Commission expires 06-20-22

EXHIBIT A

Property Description

PARCEL A

Units 1, 2 and 3, together with said units' undivided appurtenant interest in the common elements, and the use of the limited common elements appurtenant to said units, all in THE COUTURE LAKEFRONT, A CONDOMINIUM, being a condominium created and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and by Declaration of Condominium of The Couture Lakefront, a Condominium, and recorded on April 6, 2021, as Document No. 11099452 (the "Declaration"); and Condominium Plat recorded April 6, 2021, as Document No. 110099453, said condominium being located in the City of Milwaukee, County of Milwaukee, State of Wisconsin on the real estate described in and made subject to said Declaration and incorporated herein by this reference thereto.

PARCEL B

All easements benefitting the above-described Units as set forth in Section 14.7, 14.8 and 14.9 of the Declaration and/or otherwise under Article XIV of the Declaration.

RELEASE OF ESCROW, COUTURE \$100,000





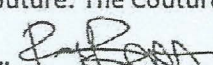
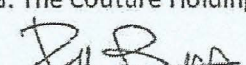
The parties hereto (defined herein as RB, TL, City, CTIC, CHC, and Couture) signed an Escrow Agreement dated as of April 30 2021, and an amendment thereto dated as of November 19, 2021 (as amended, the "Escrow Agreement") pursuant to which Chicago Title Insurance Company ("CTIC") is holding \$100,000 deposited with CTIC by Richard J. Barrett ("RB") and Tan Lo ("TL").

In light of City Common Council Resolution 211682 and RACM Resolution, 10902, the City of Milwaukee ("City"), the Redevelopment Authority of the City of Milwaukee ("RACM"), The Couture LLC ("Couture") and The Couture Holdings Group, Inc. ("CHG"), signed Amendment #1 to Amended and Restated Cooperation, Contribution and Redevelopment Agreement for the Couture Project, dated as of March 18, 2022.

Now, RB, TL, CHG, Couture, and the City hereby sign this document directing that, notwithstanding anything to the contrary contained in the Escrow Agreement, CTIC release the \$100,000 to RB and TL. In light of this document and that directive, CTIC agrees that it will release the \$100,000 to RB and TL.

This document may be signed in counterparts and facsimile and/or emailed (PDF) signatures shall be accepted as originals.

Dated as of March 18, 2022.

RB:  Richard J. Barrett	CTIC: Chicago Title Insurance Company By:  Lisa Smith, Commercial Manager BRIAN THUT
TL:  Tan Lo	City: City of Milwaukee By:  Lafayette Crump, Commissioner, Department of City Development
Couture: The Couture LLC By:  Richard J. Barrett, Manager	CHG: The Couture Holdings Group Inc. By:  Richard J. Barrett, President