

AMENDMENT TO COOPERATION, CONTRIBUTION
AND DEVELOPMENT AGREEMENT

Tax Incremental District No. 64

(Direct Supply, Inc. Project)

This Amendment is entered into as of this ___ day of December, 2011 by and among the City of Milwaukee, a Wisconsin 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 ("RACM"), Direct Supply, Inc., a Wisconsin corporation ("DSI"), and KJ Greentree LLC, a Delaware limited liability company ("KJ").

B A C K G R O U N D:

Under date of October 1, 2007, the City, RACM, DSI and KJ entered into a Cooperation, Contribution and Development Agreement with respect to Tax Incremental District No. 64. Such Agreement was amended by a letter amendment dated December 11, 2009. The Cooperation, Contribution and Development Agreement, as so amended, is hereafter referred to as the "Agreement."

The parties hereto desire to further amend the Agreement because of the continuing weakness in the economy.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties hereby amend the Agreement as follows:

1. Exhibit F ("Projected Employment") to the Agreement is hereby modified as set forth on updated Exhibit F attached hereto and incorporated herein.

2. The reference to December 31, 2022(the end of the Projected Employment period) in the definition of "Material Disturbance" in the Contribution Agreement is hereby changed to December 31, 2026.

3. The Developer Option, as defined in the Contribution Agreement, is hereby amended to read as follows:

"Developer Option" means an option to purchase the DPW Facility (6660 & 6710 N. Industrial Rd.) exercisable by Developer no sooner than January 1, 2014 and no later than December 31, 2019 (with closing on the Closing Date) all in accordance with Article VI."

4. Article VI ("Project Implementation—DPW Facility") is hereby amended so that each reference to January 1, 2011 shall be deemed to be a reference to January 1, 2014, and each reference to December 31, 2016 shall be deemed to be a reference to December 31, 2019.

5. The Agreement, as herein further amended, is ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

CITY OF MILWAUKEE

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

Countersigned:

W. Martin Morics, City Comptroller

**REDEVELOPMENT AUTHORITY OF THE
CITY OF MILWAUKEE**

By: _____
Name/Its: _____

Attest: _____
Name/Its: _____

KJ GREENTREE LLC

By: JJJ Management Co., Manager

By: _____
B. Jeremy Kaufman, Partner

DIRECT SUPPLY, INC.

By: _____
Robert J. Hillis, President and CEO

Approved as to form, content and execution this ____ day of December, 2011.

By: _____
Name/Its: _____

UPDATED EXHIBIT F

Projected Employment*

TID #64

	<u>2011-2014</u>	<u>2015-2017</u>	<u>2018-2020</u>	<u>2021-2023</u>	<u>2024-2026</u>
Proposed New Job Creation during Period	150	175	200	225	250
FTE Employee Population at end of Period	1,018	1,193	1,393	1,618	1,868

*The Project Plan refers to Direct Supply's "full-time equivalent number of employees... in the Term Sheet." However, the Term Sheet sets forth the total "Projected Employee Population" which includes full-time and part-time employees, and does not estimate the "full-time equivalent number of employees" as described by the Project Plan. The "FTE Employment Population at the end of Period" row of this Exhibit F calculates the "full-time equivalent number of employees" which is required to be met at the end of each period in order for the Monetary Obligation not to be proportionately reduced (subject to the opportunity to cure described in the Term Sheet).

**These estimates presume that Direct Supply employs approximately 85% full-time employees and that a non-full-time employee works approximately 50% of a full-time employee. Because this number is determined at the end of the period, it may not include some employees who may work full-time during part of the period (e.g. interns), but the parties agree that 50% is a fair average representation of time worked by such non-full-time employees for purposes of the calculation of the Full-Time Equivalent Employee Population.