## AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "Amendment"), executed on June \_\_\_\_\_, 2007 and deemed effective as of April 27, 2007, is entered into by and among the City of Milwaukee, a municipal corporation (the "City"), ASP Realty, Inc., a Delaware corporation ("ASP"), Jondex Corp., a Wisconsin corporation ("Jondex"), and Milo Investments II, LLC, a Wisconsin limited liability company ("Milo").

### RECITALS

- A. The City and American Stores Properties, Inc. (predecessor in interest to ASP) entered into that certain Agreement dated January 21, 2000 (the "Traffic Signal Agreement"), in accordance with which each party's duties and obligations relating to the traffic signal light and related facilities located at the intersection of Humboldt Street and North Avenue (the "Traffic Signal") were outlined.
- B. The real property and improvements located at 1100 East Garfield Avenue and 2175 North Commerce Street in the City (the "Property") are in proximity to and are benefited by the Traffic Signal.
- C. On January 26, 2007 (the "First Conveyance Date"), ASP sold and conveyed to Jondex ASP's interest in the Property.
- D. On April 27, 2007 (the "Second Conveyance Date"), Jondex sold and conveyed to Milo Jondex's interest in the Property.
- E. The parties hereto desire to amend the Traffic Signal Agreement to (1) release ASP and its predecessor in interest, American Stores Properties, Inc., from any and all liabilities and obligations the same may have under the Traffic Signal Agreement effective as of the First Conveyance Date, (2) release Jondex from any and all obligations the same may have under the Traffic Signal Agreement effective as of the Second Conveyance Date, and (3) confirm that Milo is "The Developer" under and in accordance with the Traffic Signal Agreement from and after the Second Conveyance Date.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Traffic Signal Agreement. From and after the effective date of this Amendment, "The Developer," as that term is used in the Traffic Signal Agreement, shall mean Milo Investments II, LLC.
- 2. <u>Satisfaction and Performance through the First Conveyance Date</u>. The City hereby acknowledges and agrees that all liabilities and obligations of ASP and its predecessor in interest, American Stores Properties, Inc., to be satisfied or performed pursuant to the Traffic

Signal Agreement and that accrued on or before the First Conveyance Date have been satisfied and performed in full.

- 3. Release of American. The City, Jondex and Milo hereby agree that from and after the First Conveyance Date, ASP and its predecessor in interest, American Stores Properties, Inc., shall be deemed released from any and all liabilities, duties and obligations under the Traffic Signal Agreement, and the City shall look solely to Jondex and Milo, as applicable, for the satisfaction of liabilities and the performance of the duties and obligations of "The Developer" under the Traffic Signal Agreement from and after the First Conveyance Date.
- 4. Release of Jondex. The City hereby agrees that from and after the Second Conveyance Date, Jondex shall be deemed released from any and all of its duties and obligations under the Traffic Signal Agreement, and the City shall look solely to Milo for the performance of the duties and obligations of "The Developer" under the Traffic Signal Agreement from and after the Second Conveyance Date.
- 5. <u>Milo's Assumption of Traffic Signal Agreement Obligations</u>. In furtherance of the foregoing, Milo hereby assumes and agrees to perform all of the duties and obligations of "The Developer" under the Traffic Signal Agreement from and after the Second Conveyance Date.
- 6. Other Terms. Except as provided above, all of the terms of the Traffic Signal Agreement shall remain in full force and effect as originally stated therein.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date and year set forth above.

### CITY OF MILWAUKEE

By:	
Name:	
Title:	
ASP R	EALTY, INC.
By:	
Name:	
Title:	
JONDI	EX CORP.
By:	
Name: Title:	

# MILO INVESTMENTS II, LLC

By:	
Name:	
Title:	