

EXHIBIT A

DEVELOPMENT AGREEMENT DULUTH ECONOMIC DEVELOPMENT AUTHORITY THE LAKEVIEW PROPERTIES LLC VOYAGEUR LAKEWALK INN REDEVELOPMENT FIFTH AMENDMENT

THIS FIFTH AMENDMENT entered into this _____ day of _____, 2022, is by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes (1989) Chapter 469, whose address is 422 City Hall, 411 West First Street, Duluth, MN 55802 (hereinafter referred to as "DEDA") and THE LAKEVIEW PROPERTIES, LLC, a Delaware limited liability company, whose address is 10 West Mifflin Street, Suite 400, Madison, WI 53703 (hereinafter referred to as "Developer").

WHEREAS, on August 26, 2019, DEDA and Developer entered into a Development Agreement bearing DEDA Contract No. 19 860 927, which contract was amended by a First Amendment, dated September 25, 2019, a Second Amendment dated December 18, 2019, a Third Amendment dated July 14, 2020 and a Fourth Amendment dated July 14, 2020, which Development Agreement and amendments are hereinafter collectively referred to as the "Agreement; and

WHEREAS, on December 18, 2019, the parties entered into a Second Amendment to the Development Agreement extending by four months the time within which Developer must commence construction; and

WHEREAS, the developer pursuant to the original Development Agreement has assigned its interest in the Agreement, the Property and the Project to Developer, which assignment was approved by DEDA pursuant to the above-referenced Fourth Amendment; and

WHEREAS, the parties desire to enter into a Fifth Amendment to the Agreement increasing the amount of the TIF subsidy provided by DEDA to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That subparagraph A of the fifth "WHEREAS" clause of the Agreement is hereby amended by deleting therefrom the amount of "\$6.2 Million" and by substituting therefor the amount of "\$7.5 Million".

2. That Paragraph A of Article VI of the Agreement is hereby amended to read as follows:
 - A. Plans, Specifications and Elevations. No less than thirty (30) days prior to the commencement of construction of the Project, or such lesser time as approved by the Executive Director, Developer shall submit working drawings, specifications and elevations for the Project together with detailed site grading, utility and landscaping plans and elevations to the Executive Director for approval. All such plans, specifications and elevations shall be in material conformance with this Agreement, with the schematic design which shall consist of drawings and other documents illustrating scale and relationship of various Project components, and with all applicable laws, ordinances, rules, regulations and requirements of DEDA, the City, the State of Minnesota and the United States of America. Said plans and specification shall provide for the Project be connected to the City's District Energy System and for said District's hot water system to serve as the normal source of heating energy to the Project. The Executive Director shall review such plans, specifications and elevations within fifteen (15) days of submission of same by Developer. The Executive Director's approval shall be provided to the Developer in writing. If the Executive Director rejects such plans, specifications and elevations in whole or in part as not being in compliance with the foregoing requirements, and upon notification to Developer of said rejection together with the reason or reasons therefor, Developer shall submit new or corrected plans, specifications and elevations meeting said objections within fifteen (15) days of said notice. The provisions of this Paragraph relating to approval, rejection and resubmission of corrected plans hereinafter provided for with respect to the originally submitted plans, specifications and elevations shall continue to apply until said plans, specifications and elevations have been approved in writing by the Executive Director. The Executive Director's approval of Developer's plans, specifications and elevations shall not constitute a waiver of building code or zoning ordinance or other applicable codes or ordinances imposed in the future upon Developer by law. Developer expressly agrees to be solely responsible for all costs, including architectural fees, connected with said plans, specifications and elevations and any revisions thereto.
3. That Paragraph D. of Article VII of the Agreement is hereby amended by deleting therefrom the amount of "\$6.2 Million" and by substituting therefor the amount of "\$7.5 Million".
4. That Paragraph A. of Article IX of the Agreement is hereby amended by deleting therefrom the

amount of "\$6.2 Million" and by substituting therefor the amount of "\$7.5 Million".

5. That Paragraph B. of Article XI of the Agreement is hereby amended by deleting therefrom the amount of "\$6.2 Million" and by substituting therefor the amount of "\$7.5 Million".
6. Except as provided in this Fifth Amendment, all terms and conditions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

DULUTH ECONOMIC DEVELOPMENT
AUTHORITY

By: _____
Matt Cartier
Its President

By: _____
Ellie Just
Its Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Matt Cartier, the President of the Duluth Economic Development Authority of Duluth, an economic development authority created and existing under Minnesota Statutes, on behalf of the Authority.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ellie Just, the Secretary of the Duluth Economic Development Authority of Duluth, an economic development authority created and existing under Minnesota Statutes, on behalf of the Authority.

Notary Public

THE LAKEVIEW PROPERTIES, LLC,
a Delaware limited liability company

By: _____

Its Managing Member

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the Managing Member of The Lakeview Properties, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

My Commission Expires:_____

This instrument was drafted by:

Robert E. Asleson
Attorney for the Duluth Economic
Development Authority
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