

John,

I had Chris send the invoices (attached) for the animation which are summarized below. This is separate from Chris' work. I've already paid these, so we can get them paid at a later date if that works better for you.

Invoices from ATChain: *ANIMATION*

1. Initial Payment Invoice 1/9/16:	\$11,010.00
2. Balance Payment Invoice 2/1/18	\$23,520.00
3. Additional Work Invoice 2/27/18	\$695.00
4. Froedert Modification Inv 3/13/18	\$528.00
5. Hi Res Still Invoice 10/9/18	\$500.00

Total **\$36,253.00**

TOA Architecture / Urban Design
Christopher L. Thomas, AIA, Principal
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Direct: [224.999.7350](tel:224.999.7350) | Mobile: [312.519.9624](tel:312.519.9624)
www.toadesigns.com

July 22, 2019

Mr. Tim Blum
Managing Director – Retail Group
HSA Commercial, Inc.
100 South Wacker Drive, Suite 950
Chicago, Illinois 60606



**Re: Mayfair Collection Phase IV Infrastructure
Infrastructure Coordination Services / Master Plan &
Marketing Support Proposal**

Dear Tim:

Further to our recent discussions, Thomas / O'Connor Associates, LLC, (hereinafter the "TOA") is pleased to submit the following proposal to HSA Commercial, Inc. (hereinafter "the Owner") for architectural services as outlined below, in support of the Mayfair Collection Phase IV Infrastructure Improvements.

The project is comprised of approximately 22.75 acres within the Mayfair Collection site, bounded partially by 112th Street on the east, the rail road right-of-way, Phase I of the Mayfair Collection on the West and Synergy Drive on the south. The work will consist of developing a Master Plan, coordinating Civil Engineering, Landscaping, and Environmental consultants and development of a phasing plan for the construction of:

1. Seven (7) buildable pads.
2. Extension of 112th Street under US 45 to Wirth street, including extension of multi-path.
3. Design and realignment of 113th street.
4. Design of future cross-streets to accommodate buildable pads.

The work will also consist of coordinating production of a video animation of the project, and on-going marketing support services.

It is understood that a portion of the services outlined above, have been completed (preliminary master plan and video animation production coordination and some marketing support services).

A. SCOPE OF SERVICES

Based on the above understanding TOA proposes to provide the following services.

Thomas / O'Connor Associates, LLC
1120 Grant Street
Evanston, Illinois 60201
312-519-9624

A.1 Master Planning, Programming and Concept Design Phase

TOA shall provide Master Planning of the new site to identify existing site conditions, analyze the proposed site parameters, determine site attributes, review zoning and design guidelines, constraints, setbacks, easements and other related site issues.

TOA will prepare preliminary programming and initial graphic architectural documentation to assist the Owner in the further evaluation of the program concepts. TOA shall provide conceptual site utilization diagrams, preliminary area calculations and general definition of the various uses proposed for the site. TOA shall summarize the character of the project in a Master Planning/Programming/Concept Design Document.

TOA will prepare documentation required to assist the Owner in presenting the design concepts to jurisdictional authorities for their initial review and approval.

A.2 Video Animation Production Coordination

TOA work with the Owner and a selected animation production vendor to produce an animation descriptive of the current and future phases of the project. The animation will utilize 3d models previously prepared for the project and will prepare new ones for use where necessary.

A.3 Marketing Support

TOA will provide graphic documents, Lease Diagrams, Renderings, and site test-fits for the 7 buildable pads on an as-needed basis.

A.4 Infrastructure Package

Based on the Master Plan previously prepared by TOA, we will work with the Owner and his consultants and City of Wauwatosa representatives to develop and refine the Master Plan, and coordinate the work of Owner's consultants, to create an Infrastructure Package for the purposes of bidding and construction of the first phase of the project, and to provide a clear direction of development for future phases of infrastructure work.

TOA will provide selective demolition drawings in support of the Infrastructure Package that are not included as part of the Civil Engineering package.

A.5 Bidding and Negotiations

Based on the Owner's approval of the Infrastructure Package TOA will assist the Owner in obtaining competitive bids or negotiated proposals for the work.

TOA will assist in the preparation of bid documents, schedule and coordinate pre-bid meetings with prospective contractors, review bids, and assist in the bid analysis and award to the contractor.

A.6 Construction Administration

TOA will provide Construction Administration services to include the processing, review and approval of shop drawings, samples and mock-ups, as specified in the Infrastructure Package. Services will include review of the contractor's request for payment, response to requests for information/request for clarification, and the review of change order proposals. TOA will provide periodic observation of the construction for general conformance of the work with the contract documents.

A.7 Special Studies

Specific design studies and/or detailed program reviews required to verify major tenant occupancies shall be considered as "special studies". Special studies that are specifically consistent with the approved program direction and are of reasonable scope, scale and quantity, as mutually determined by the Owner and Architect, shall be provided under this basic services proposal.

If a request for a special study is determined to be divergent from the continuing development of the project documents, it shall be considered a "Change" to the design and subject to the provisions of Paragraph A.7.

A.8 Changes

The Owner shall be permitted to modify the scope of work, the design and/or the program of the project. However, should such modification invalidate completed work or otherwise cause the Architect to abandon and/or revise previously completed work, such modification shall be considered a "Change" to the design. Requests for redesign by the Owner after completion of a specific design phase shall be considered a "Change" to the design. Revisions to the documents resulting from late review by the owner, tenant or operator shall be considered a "Change" to the design. Preparation of and/or revision to the design and construction documents that are not a result of any act, error or omission of the Architect, or not required to fully describe the initial scope of the work, shall be considered a "Change" to the design.

TOA shall identify all "Changes" to the design. A separate fee proposal and schedule shall be prepared for any such "Change". Owner approval of costs and schedule shall be obtained prior to commencing any work resulting from a "Change".

B. SCHEDULE

TOA proposes to perform the services listed above in accordance with the following schedule. A reasonable time period for design phase document review will be mutually agreed by the Architect and the Owner, and included in the Project Schedule. The Owner shall be responsible for the timely review including, comment and approval of the design and/or construction documents in accordance with the schedule.

B.1 *Master Planning, Programming and Concept Design Phase*

These services have been completed.

B.2 *Video Animation Production Coordination*

These services have been completed.

B.3 *Marketing Coordination*

The Marketing Coordination Phase will be ongoing for the life of this agreement.

B.4 *Infrastructure Package*

Development of the Infrastructure Package will take approximately eight (8) weeks.

B.5 *Bidding and Negotiations Phase*

The Bidding and Negotiation Phase of services will follow immediately after the completion of Infrastructure Package. The bidding and negotiation phase has a scheduled duration of approximately thirty (30) days from the completion of the construction documents.

B.6 *Construction Administration Phase*

The Construction Administration Phase will commence with the beginning of construction and end at project closeout. The construction schedule is dependent on the contractor(s) performance of the work will be estimated at the time of contract award.

B.7 *Duration of Professional Services*

The scope of professional services contained herein is anticipated to be completed within the estimated schedule durations identified above. For professional services required after the anniversary date of the Contract, Architect shall be compensated in accordance with Section D.

C. *COMPENSATION*

For the Scope of Services described in Section A and within the scheduled durations described in Section B, TOA proposes a lump sum fee for the above listed Architectural services, exclusive of all reimbursable expenses, Owner's consultants' fees and costs, site costs and Owner testing agencies.

C.2 Lump Sum Fee

A.1 Master Planning (complete)		\$30,000.00
A.2 Video Animation Coordination (complete)		\$7,045.00
A.3 Marketing Support		\$10,500.00
A.4 Infrastructure Package		\$15,000.00
A.5 Bidding and Negotiations		\$5,000.00
A.6 Construction Administration		\$10,500.00
Total Fee	100%	\$78,045.00

C.5 Invoicing and Payment

TOA will invoice monthly based upon a percentage completion of work by project component and by phase. We will modify the form and appearance of the invoice to suit the requirements of the Owner. Payment of invoices is due thirty (30) days after the receipt. Payment of all invoices is independent of the terms of any interim or construction financing agreements. Failure to make payment within thirty (30) days will result in the temporary suspension of work until all invoices are made current. TOA reserves the right to discontinue all services in the event that invoices remain unpaid after sixty (60) days. Invoices that are outstanding beyond sixty (60) days from the date of the invoice will accrue interest at the prevailing Prime Rate plus 2%.

D. SUPPLEMENTAL SERVICES

For supplemental services requested in addition to the scope of services defined above; for redesigning a component of the project as a result of a program revision initiated by the Owner or tenant/operator; or for "Changes" as defined above, TOA shall be reimbursed at our customary hourly billing rates as listed below to achieve the same level of completion and detail prior to the change.

Principal	\$225.00/hour
Project Architect	\$ 125.00/hour

These billing rates shall not be modified for one (1) year from the date of this agreement. Thereafter, the Architect shall be permitted to adjust the customary hourly billing rates not to exceed the lesser of the Architect's company-wide salary increases or eight percent (8%) per annum.

E. REIMBURSEMENT EXPENSES

In addition to the professional services fee quoted above, TOA will invoice for reimbursable expenses monthly based on 1.10 times the of cost (110%) for out-of-pocket expenses directly related to the project. These expenses typically include messenger service, reprographics, plotting, telecommunications, transportation, US mail, overnight courier services and other similar expenses. Payment of reimbursable expenses invoices shall be due thirty (30) days after receipt.

Please execute both original copies of this proposal and return one to our offices, keeping the other for your records.

Tim Blum, HSA Commercial, Inc.
Professional Services Proposal
July 22, 2019
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Sincerely,
Thomas / O'Connor Associates, LLC



Christopher Thomas, AIA
Principal

Accepted by:
HSA Commercial, Inc.

Tim Blum, Managing Director, Retail Division

Date

Thomas / O'Connor Associates, LLC
1120 Grant Street
Evanston, Illinois 60201
312-519-9624