

AMENDMENT TO AN AGREEMENT BETWEEN
IOWA COUNTY, WISCONSIN
AND
KINDER CASTLE LEARNING CENTER, A SOLE PROPRIETORSHIP

WHEREAS, the County of Iowa, Wisconsin, hereinafter referred to as the "County", and Kinder Castle Learning Center, hereinafter referred to as the "Company", have entered into an agreement dated July 3, 1990 concerning the loaning of Wisconsin Development Fund-Economic Development moneys to the Company; and

WHEREAS, there is a need to alter the terms of said agreement which is justified after review of the financial condition of the Company by officials of Iowa County and the Wisconsin Department of Development.

NOW THEREFORE, it is mutually agreed on this 21st day of July 1992 by and between the County and the Company as follows:

I. Loan:

The interest rate shall be four (4) percent per annum through December 31, 1992 retroactive to the date of the original loan agreement, July 3, 1990. The loan shall continue to carry a term of fourteen (14) years and will be repaid in full within the fourteen year time period. Beginning with the date of this amendment, the Company may make interest only payments through December 1, 1992. Thereafter, the loan shall be amortized over a period of 11.5 years.

All payments made as of the date of this amendment shall be applied to the principal owed, and interest shall be shown to accrue at a rate of four (4) percent per annum. The interest which accrues during this period shall substantially be offset by the amount paid toward principal. A disbursement and repayment schedule is attached to this amendment and is incorporated herein by reference.

The interest rate beginning January 1, 1993, shall be set at a rate of twelve (12) percent per annum, and payments shall be made in monthly amounts sufficient to amortize the loan over the balance of the term of the loan which is 11.5 years.

The Company may request in writing that the County review its audited or reviewed end-of-year financial statements on a yearly basis, as required, for the purpose of determining if a change in the terms of the loan is warranted. Such a change, if any, must be approved by the Wisconsin Department of Development.

VIII. Failure to Create Jobs:

In consideration of the agreement to extend \$120,261 through the WDF-ED program, the Company shall be required to have created 8.66 full time equivalent jobs, of which six (6) shall have been filled by persons of low- and moderate-income and shall have been certified as such by Iowa County. References in the loan agreement to penalties for failure to create jobs shall, if appropriate, be calculated on the above mentioned FTE jobs which meet the minimum standards of the WDF-ED program.