

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT (this "Agreement") is made and entered into as of June 22, 2010, by and among Overture Development Corporation, a nonstock nonprofit corporation organized and existing under the laws of the State of Wisconsin (the "Corporation"), Madison Cultural Arts District, a cultural arts district created under 1999 Wisconsin Act 65 and Ch. 229, Wis. Stats. ("MCAD"), successor in interest to Support Organization for Madison Cultural Arts District, Inc., a Wisconsin nonstock corporation ("SOMCAD"), 201 State Foundation, Inc. ("201 State"), the Lenders, JPMorgan Chase Bank, N.A. as Agent (the "L/C Facility Agent") for the Lenders pursuant to that Third Amended and Restated Reimbursement Agreement dated as of February 9, 2007 in connection with the \$115,000,000 Convertible Adjustable Rate Demand Redevelopment Revenue Bonds, Overture Development Corporation, Series 2001 issued by the Community Development Authority of the City of Madison, Wisconsin, as amended (the "Reimbursement Agreement"), and as counterparty in the JPMC Master Agreement (defined below), and U.S. Bank National Association as Agent (the "Agent") for the Lenders pursuant to that Amended and Restated Credit Agreement dated as of February 9, 2007, as amended (the "Credit Agreement"), in connection with the Term Loan Facility and the Line of Credit Facility, and as counterparty in the US Bank Master Agreement (defined below). The L/C Facility Agent and the Agent are referred to collectively as the "Agents." The Corporation, MCAD and 201 State may be referred to collectively as the "Overture Parties." The Overture Parties, the Lenders, and the Agents are referred to collectively as the "Parties" and individually as a "Party." Unless otherwise specified, capitalized terms not defined herein have the meaning set out in the Credit Agreement. The term "Basic Documents" as used herein incorporates the definitions of those terms in both the Credit Agreement and Reimbursement Agreement, includes the Rate Management Transaction documents, and further includes all documents evidencing or related to the transactions described in all of the foregoing.

RECITALS

The Bonds, Reimbursement Agreement and Related "A Facility" Obligations

A. The Community Development Authority of the City of Madison, Wisconsin (the "Issuer") issued its \$115,000,000 Convertible Adjustable Rate Demand Redevelopment Revenue Bonds, Overture Development Corporation, Series 2001 (the "Bonds"), the proceeds of the sale of which were loaned to the Corporation pursuant to a Loan Agreement dated as of June 1, 2001 between the Issuer and the Corporation as such agreement may be amended and supplemented from time to time (the "Loan Agreement"), to finance the costs of the construction of Phase I of its cultural arts facilities described in the Loan Agreement.

B. The Lenders and The Northern Trust Company issued their irrevocable transferable letters of credit relating to the Bonds in an initial aggregate stated amount equal to \$116,341,667 ("Original Letters of Credit").

C. In connection with the Second Amended and Restated Reimbursement Agreement the Corporation executed a partial redemption of the Bonds, pursuant to which the principal

amount of the Bonds outstanding were reduced to \$87,300,000; and The Northern Trust Company, issuer of one of the Original Letters of Credit, ceased to be a Lender subsequent to the above-referenced partial redemption.

D. In connection with the Second Amended and Restated Reimbursement Agreement the Lenders issued their irrevocable transferable letters of credit relating to the Bonds in an initial aggregate stated amount equal to \$88,318,500.

E. The Corporation also entered into the ISDA 2002 Master Agreement with the JPMorgan Chase Bank, N.A. ("JPMC") dated as of February 7, 2006 (the "JPMC Master Agreement"), which qualifies as a Rate Management Transaction under the Reimbursement Agreement.

F. Payment and performance of the obligations of the Corporation under the Reimbursement Agreement were unconditionally guaranteed by Madison Cultural Arts Support Trust ("MCAST") and subsequently by its successor, SOMCAD. The SOMCAD Guaranty was collateralized by the Pledged Securities pursuant to a Collateral Pledge Agreement and the Account Control Agreements.

G. By letter dated September 16, 2008, the L/C Facility Agent gave notice of a Shortfall Event under the Reimbursement Agreement, which required the Corporation to cause additional securities to be added to the Pledged Securities to meet the Collateral Value Test within forty-eight (48) hours of the Notice. The Corporation failed to add additional securities, constituting an Event of Default under the Reimbursement Agreement. That letter also gave notice of the consequences of the Corporation's failure to meet the Market Value Test under the Reimbursement Agreement and the action necessary to avoid an Event of Default.

H. By letter dated September 19, 2008, the Agent gave notice to the Corporation of the Event of Default caused by the Corporation's failure to cure non-compliance with the Collateral Value Test.

I. As a result of the Event of Default, the L/C Facility Agent was entitled to and did exercise the remedies available under the Reimbursement Agreement, including notifying the Trustee of the Event of Default, terminating the Letters of Credit, and redeeming the Bonds, consistent with its rights under the Basic Documents and applicable law, and in a commercially reasonable manner.

J. The proceeds of the liquidation of the Pledged Securities were properly applied to the obligations and were insufficient to pay all amounts necessary to redeem the Bonds and to pay all obligations owed under the Reimbursement Agreement, leaving a shortfall of approximately \$1,911,642, plus additional accrued interest, costs, fees and other charges (altogether, the "Reimbursement Agreement Shortfall").

K. By letter dated September 19, 2008, consistent with its rights under the JPMC Master Agreement, JPMC gave notice to the Corporation of an Event of Default as defined under the JPMC Master Agreement, and pursuant thereto designated September 19, 2008, as the Early

Termination Date under that JPMC Master Agreement. In accordance with its rights under the JPMC Master Agreement and in compliance with the terms of that agreement, JPMC calculated the Early Termination Amount owed as of September 19, 2008 as \$6,020,000 and provided proper notice thereof to the Corporation (the "Early Termination Amount"). After application of a portion of the proceeds of the Pledged Securities, there remains a shortfall of approximately \$131,822, plus additional accrued interest, costs, fees and other charges (altogether, the "Remaining Early Termination Amount").

L. By prior agreement of the Parties, a portion of the proceeds of the Pledged Securities were retained as an "Interest Reserve" for additional payments on the Reimbursement Agreement Shortfall and Remaining Early Termination Amount. The Corporation also deposited additional collateral in the form of proceeds of the Pledged Securities into a "Money Market" account. The collateral proceeds, including the Interest Reserve and Money Market, have been or will be applied to the Reimbursement Agreement Shortfall and the Remaining Early Termination Amount.

The "B Facility" And Credit Agreement Obligations

M. The Corporation, the Lenders and the Agent entered into the Credit Agreement, dated as of December 1, 2005, pursuant to which the Lenders extended term loans to the Corporation in the aggregate original principal amount of Twenty-Seven Million Seven Hundred Thousand Dollars (\$27,700,000) (the "Term Loan Facility"), the proceeds of which were used by the Corporation to finance the redemption of a like amount of the Bonds.

N. Pursuant to the Credit Agreement, the Lenders have established a standby line of credit in the maximum principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Line of Credit Facility") for the account of the Corporation to provide for temporary debt service on the Term Loan Facility in the event the Corporation is unable to do so.

O. The Corporation also entered into the ISDA 2002 Master Agreement with U.S. Bank National Association ("US Bank") dated as of November 10, 2005 (the "US Bank Master Agreement"), which qualifies as a Rate Management Transaction under the Credit Agreement.

P. Payment and performance of the obligations of the Corporation under the Original Credit Agreement have been unconditionally guaranteed by MCAST and its successor, SOMCAD. The SOMCAD B Facility Guaranty was collateralized by the Pledged Securities pursuant to a Collateral Pledge Agreement and the Account Control Agreements.

Q. The Agent provided notice to the Corporation on September 25, 2008 regarding certain Events of Default that have occurred and remain continuing under the Credit Agreement (collectively, the "Existing Events of Default"). Those Existing Events of Default include (but are not necessarily limited to) (i) the Corporation's failure to timely meet the Collateral Value Test under the Reimbursement Agreement and the Credit Agreement; and (ii) the Corporation's failure to convert the Pledged Securities into short-term U.S. Government securities in violation of the Security Agreement and the Credit Agreement. These Existing Events of Default continue and cannot be cured.

R. By letter dated March 23, 2010, consistent with its rights under the US Bank Master Agreement, US Bank gave notice to the Corporation of an Event of Default as defined under the US Bank Master Agreement, and pursuant thereto designated March 24, 2010, as the Early Termination Date under that US Bank Master Agreement. In accordance with its rights under the US Bank Master Agreement and in compliance with the terms of that agreement, US Bank calculated the Early Termination Amount owed as of March 24, 2010 as \$1,993,991.64 and provided proper notice thereof to the Corporation, and additional interest, costs, fees and other charges continue to accrue (altogether, the "Remaining B-Swap Early Termination Amount").

Additional Support for the Obligations

S. SOMCAD, W. Jerome Frautschi, and the City of Madison, Wisconsin (collectively, the "Supporting Parties") have, respectively, each agreed to pay and/or perform certain obligations, as the case may be, if the Corporation is unable to do so pursuant to the terms of one or more supporting documents (collectively, the "Supporting Documents"), including, without limitation, the following:

1. Guaranty by SOMCAD in favor of the L/C Facility Agent and the Lenders, dated February 9, 2007 (the "SOMCAD Guaranty");
2. Guaranty by SOMCAD in favor of the Agent and the Lenders (the "B Facility Guaranty") (together, the SOMCAD Guaranty and the B Facility Guaranty are the "SOMCAD Guarantees");
3. Frautschi Conditional Pledge Agreement No. 2 (B Term Loan Grants) by and between W. Jerome Frautschi and the Corporation, dated as of December 1, 2005; and
4. Line of Credit Support Agreement by and between the Corporation and the City of Madison, Wisconsin, dated as of December 1, 2005.

The Lenders are express third-party beneficiaries of certain Supporting Documents and entitled to enforce the terms thereof.

T. In addition, MCAD has certain payment and performance obligations under that certain Amended and Restated Project Lease by and between the Corporation and MCAD, dated as of January 5, 2007 (the "Project Lease"), with respect to the Series B (as defined therein) debt, Debt Service Coverage (as defined therein), and obtaining funding from alternative sources if MCAD does not receive various "LARA Payments" sufficient to permit MCAD to pay the rent payment next due under the Project Lease in any month during its term. The Project Lease is collaterally assigned to the Agent and the Lenders pursuant to that certain Assignment of Lessor's Interest in Leases and Rents by the Corporation to the Agent and the Lenders, dated as of December 1, 2005 and recorded in the Office of the Register of Deeds of Dane County, Wisconsin on December 15, 2005 as Document No. 4143593 (the "Assignment").

U. SOMCAD has dissolved as of June 19, 2009, its Articles of Dissolution filed with the Wisconsin Department of Financial Institutions on June 19, 2009, and its successor in interest

is MCAD. Prior to dissolution, SOMCAD indicated to the Lenders that it had no assets, other than that it claimed to have a cause of action in connection with the liquidation of the Pledged Securities which remains disputed by Lenders and unresolved. MCAD now claims to be the successor to any such claims. The Agents and Lenders deny those claims, and all Parties desire to resolve such claims pursuant to this Agreement.

V. W. Jerome Frautschi has fulfilled his obligations under the Conditional Pledge Agreement No 2 described above.

W. The City, however, has indicated that it disputes liability or obligation under the Line of Credit Support Agreement.

X. MCAD is not in compliance with the terms of the Project Lease because it has not obtained funding from alternative sources since the LARA Payments ceased to meet its payment and performance obligations under the Project Lease.

This Forbearance

Y. The L/C Facility Agent is entitled to immediately collect the Reimbursement Agreement Shortfall and JPMC is entitled to immediately collect the Remaining Early Termination Amount, and may exercise all rights and remedies provided under the Basic Documents and all other rights and remedies provided by law.

Z. As a result of the Events of Default under the Credit Agreement, all Commitments under the Credit Agreement may be terminated and all obligations due under the Credit Agreement may be accelerated and become immediately due and owing, and the Agent may exercise all rights and remedies provided under the Basic Documents and all other rights and remedies provided by law. US Bank is also entitled to immediately collect the Remaining B-Swap Early Termination Amount, and may exercise all rights and remedies provided under the US Bank Master Agreement and all other rights and remedies provided by law..

AA. There is due and owing under the Reimbursement Agreement, the Credit Agreement, the Remaining Early Termination Amount and the Remaining B-Swap Early Termination Amount as of June 22, 2010, the following principal amounts:

Reimbursement Agreement	\$1,848,561.37
Remaining Early Termination Amount	\$127,473.05
<u>Total Series A</u>	<u>\$1,976,034.42</u>
Credit Agreement - Series B Term	\$22,998,758.73
Credit Agreement - Series B Line	\$1,646,273.36
Remaining B-Swap Early Termination Amount	\$1,993,991.64
<u>Total Series B</u>	<u>\$26,639,023.73</u>

plus accrued interest and costs and expenses, which continue to accrue (collectively for purposes of this Agreement, the foregoing amounts, together with all other amounts and obligations due

under or in connection with the Basic Documents and the transactions described therein, are referred to as the "Overture Obligations").

BB. The Overture Parties have advised Lenders that they have engaged counsel and consultants to assist in developing a plan to address existing operational and debt retirement issues. The Overture Parties have requested that the Lenders and Agents forbear for a period of time from exercising their rights and remedies under the Basic Documents and applicable law to enable them to effectuate a proposal acceptable to the Parties to sustain operations, satisfy the Overture Obligations, and to allow the Parties to resolve their remaining differences. Such accommodations result in a direct and tangible benefit to the Overture Parties and the other Supporting Parties.

CC. The Overture Parties have informed the Lenders and Agents that the City of Madison must commit to certain obligations relating to Overture's future operations, governance and ownership for the Overture Parties to make all payments that will be due under this Agreement. The City must agree to purchase or otherwise take title to Overture Center from the Corporation for agreed-upon consideration. The City must agree to provide financial assistance to Overture that may include capital backstops, personnel and operating subsidies in accordance with budgets, and other processes to be negotiated with the City. The City must enter into a management/lease agreement whereby 201 State or its successor(s), or assign(s) or designee(s) will operate the Overture Center pursuant to the original mission of the Overture Center and in accordance with agreed upon budgets and processes.

DD. The Lenders and Agents are willing to provide the Overture Parties with an opportunity to obtain these commitments, agreements and actions from the City, and to forbear in the exercise of their remedies on the terms and conditions set forth herein.

AGREEMENT

In consideration of the Recitals and of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Agreement to Forebear. During the period (the "Forbearance Period") commencing on the date hereof and ending on the date (the "Forbearance Termination Date") that is the earlier of either December 30, 2010, or the date on which any Forbearance Default (as defined in Section 6 hereof) occurs, the Agents will forbear in the further exercise of each of their rights and remedies under the Loan Documents with respect to the Existing Events of Default.

2. Loan Availability, Interest and Payments During the Forbearance Period.

(a) Required Payments. During the Forbearance Period and so long as there is no Forbearance Default (defined below), the Corporation shall continue to fulfill its payment obligations on the Term Loan Facility and the Line of Credit Facility, and may do so with Advances drawn on the Line of Credit Facility to the extent of the Aggregate Line of Credit Commitment.

(b) Interest Rates on the B Facility Obligations. During the Forbearance Period, and so long as there is no Forbearance Default, interest shall accrue on the B Facility loans at the nondefault rate.

(c) Interest Rates on the A Facility Obligations. During the Forbearance Period, and so long as there is no Forbearance Default, interest shall accrue on the A Facility loans at the default rate.

(d) Rate Management Transaction Liability. During the Forbearance Period, the Remaining Early Termination Amount and the Remaining B-Swap Early Termination Amount will each continue to accrue interest.

3. Settlement Payments.

(a) The Overture Parties shall deliver or cause to be delivered to Agents for the benefit of the Lenders the following payments:

(i) On or before the date this Agreement is executed, Two Million Five Hundred Ninety Five Thousand Two Hundred Ninety-One and No/100ths Dollars (\$2,595,291.00). This is referred to as the "Initial Payment."

(ii) On the earlier of (A) the tenth business day after the City of Madison common council approves taking title to the Overture Center facility and approves funding as a part of the City Budget, and (B) December 30, 2010, Twelve Million Five Hundred Thousand and No/100ths Dollars (\$12,500,000.00). This is referred to as the "Final Payment."

(b) The Initial Payment shall be nonrefundable, and shall be applied to the last payments due under the Term Loan Facility. Such application will not alter the periodic amounts due on the Term Loan Facility. The Final Payment shall be applied to the Overture Obligations by Agents and Lenders in their sole discretion.

(c) The Overture Parties have advised Lenders and Agents that the source of funds for the Final Payment shall be donations and gifts to 201 State or Overture Development Corporation. On or before September 30, 2010, such gifts shall be escrowed with one of the Overture Parties, or other arrangements satisfactory to Lenders and Agents must be made to assure that committed donations and gifts in a sufficient amount will be timely available for the Final Payment.

(d) If the Initial Payment and the Final Payment are each timely made, then the Overture Obligations shall be fully and finally resolved, the obligations of the Overture Parties with respect to the Overture Obligations shall be deemed paid, and Lenders and Agents shall after receipt of such timely payments, release and/or satisfy all mortgages, liens and encumbrances relating thereto.

4. Conditions Precedent to Effectiveness of Agreement. This Agreement shall not be effective unless and until each of the following conditions shall have been satisfied in the

Agents' and Lenders' sole discretion or waived by them, for whose sole benefit such conditions exist:

(a) Execution and Delivery of this Agreement and Related Documents. On or before June 22, 2010 (the "Execution Date"), the Overture Parties shall have executed and delivered this Agreement to the Agents by delivering the executed Agreement and any and all other documents required by the Agents in connection with this Agreement to Attorney Ann Ustad Smith, Michael Best & Friedrich, LLP, delivery address: One South Pinckney Street, Suite 700, Madison, Wisconsin 53703; mailing address: P.O. Box 1806, Madison, Wisconsin 53701-1806, email address: ausmith@michaelbest.com.

(b) Execution and Delivery of Evidence of Authority from the Corporation. On or before the Execution Date, the Corporation shall have delivered to the Agents certificates of an officer of the Corporation certifying: (i) the adoption and continuing effect of resolutions of the Board of Directors of the Corporation authorizing the execution, delivery and performance of this Agreement and related documents; (ii) providing a copy of its current bylaws; and (iii) its Articles of Incorporation, as amended.

(c) Execution and Delivery of Evidence of Authority from the MCAD. On or before the Execution Date, MCAD shall have delivered to the Agents a certificate of an officer of MCAD certifying: (i) the adoption and continuing effect of resolutions of the Board of Directors of MCAD authorizing the execution, delivery and performance of this Agreement; (ii) and providing a copy of its current bylaws; and (iii) providing a copy of its organizational documents, including the mayoral proclamation and common council resolution establishing MCAD under § 229.842(1), Wis. Stats.

(d) Execution and Delivery of Evidence of Authority from 201 State. On or before the Execution Date, 201 State shall have delivered to the Agents certificates of an officer of 201 State certifying: (i) the adoption and continuing effect of resolutions of the Board of Directors of 201 State authorizing the execution, delivery and performance of this Agreement and related documents; (ii) providing a copy of its current bylaws; and (iii) its Articles of Incorporation, as amended.

(e) Initial Payment. On or before the Execution Date, the Overture Parties shall deliver the Initial Payment to Agent in "same day" funds.

(f) Sponsorship Agreement. On or before the Execution Date, an executed sponsorship agreement among the Parties.

5. Representations and Warranties of the Overture Parties. Each of the Overture Parties hereby represents and warrants for itself to the Agents as follows:

(a) Recitals. The Recitals in this Agreement are correct in all respects.

(b) Incorporation of Representations. As to the Corporation and MCAD only, all representations and warranties of the Corporation and MCAD in the Basic Documents are incorporated in this Agreement by this reference and are true and correct as of the

date hereof, except any representations or warranties that no Default or Event of Default has occurred and is continuing.

(c) Organizational Power; Authorization. Each has the requisite organizational power, and has been duly authorized by all requisite organizational action, to execute and deliver this Agreement and related documents, and to perform its obligations hereunder and thereunder. This Agreement has been duly executed and delivered by each.

(d) Enforceability. This Agreement is the legal, valid and binding obligation of each, enforceable against each in accordance with its terms.

(e) No Violation. The execution, delivery and performance of this Agreement by each does not and will not (i) to the best of its knowledge violate any law, rule, regulation or court order to which each is subject; (ii) conflict with or result in a breach of any Articles of Incorporation, Bylaws, or any agreements or instrument to which each is party or by which it or its properties are bound; or (iii) result in the creation or imposition of any lien, security interest or encumbrance on any property of each, whether now owned or hereafter acquired, other than liens in favor of the Agents for the benefit of the Lenders.

(f) Obligations Absolute. The obligation of the Corporation to repay the Overture Obligations, together with all interest accrued thereon and costs and fees associated therewith, is absolute and unconditional, and there exists no right of set off or recoupment, counterclaim or defense of any nature whatsoever to the enforceability or payment of the Overture Obligations.

(g) Lease Obligations Absolute. The obligations of MCAD under the Project Lease are absolute and unconditional, and there exists no right of set off or recoupment, counterclaim or defense of any nature whatsoever to the enforceability or payment of the obligations under the Project Lease.

(h) Organization. The Corporation, MCAD and 201 State are each duly organized, validly existing and in good standing in the State of Wisconsin.

(i) Consultation with Counsel. The Agents and Lenders have recommended that each of the Overture Parties consult with legal counsel prior to the execution of this Agreement. Each has consulted with its attorney, and with such other experts and advisors as it has deemed necessary in connection with the negotiation, execution and delivery of this Agreement, and enters into this Agreement voluntarily, upon the advice and counsel of its own attorneys, and not upon the advice or counsel of the Agents or Lenders or anyone representing them.

6. Covenants of the Overture Parties. Unless the Agents otherwise consent in writing, the Overture Parties each agree that during the Forbearance Period they will:

(a) Compliance with Documents. Continue to comply with all covenants and other obligations under the Basic Documents, provided, that the Corporation shall not be

required to cure the Existing Events of Default or pay the Reimbursement Agreement Shortfall, the Remaining Early Termination Amount or the Remaining B-Swap Early Termination Amount during the Forbearance Period, and MCAD shall not be required to make payments under the Project Lease, except as otherwise provided herein.

(b) Compliance with this Agreement. Comply with all covenants and other obligations under this Agreement and any documents executed or delivered in connection therewith.

(c) Periodic Communications. Periodically apprise, and upon reasonable notice, meet with representatives of Agents and Lenders to apprise them of the status of progress with the City and other issues relating to retirement of the Overture Obligations.

(d) Pledge Commitments. On or before July 21, 2010, deliver to Agents evidence satisfactory to Agents in their sole discretion of enforceable pledges and resources sufficient to fund and committed solely for the purpose of making the Final Payment.

(e) Pledges. ODC shall take such steps as necessary to call the pledges in a timely fashion or to take such action as may be necessary to collect such pledges.

7. Nondisparagement and Public Announcement. The Parties agree that none of them shall issue or engage in any public or media communications which disparage each other or any of the other's employees, principals, officers, directors or owners, in connection with Overture Obligations, the Basic Documents, this Agreement and the transactions described in all of the foregoing. Each Party agrees that it will make no public announcements or disclosures of any kind concerning the terms of this Agreement or concerning the transactions contemplated hereby prior to the issuance of a joint announcement as provided herein without the prior written consent of the other Parties, except to the extent that disclosure is required by legal process or to accountants, counsel, other professionals on a "need to know" basis who similarly agree to maintain the confidentiality of the Agreement and its terms. Any public announcement shall be prepared by the Parties, and the timing and content of such joint announcement is subject to the mutual written approval of the Parties. Following a joint announcement the Parties shall be permitted to respond to questions or make public announcements regarding this Agreement and the transactions contemplated hereby provided such announcements or responses do not disparage any Party.

8. Forbearance Default. Each of the following shall constitute a "Forbearance Default" hereunder:

(a) the existence of any Default or Event of Default (other than an Existing Event of Default or a default in payment of rent under the Project Lease) under the Basic Documents; or

(b) any of the Overture Parties fails to keep or perform any of the covenants or agreements contained herein, including (but not limited to, by category, way of example or otherwise) failure to timely pay the Initial Payment or the Final Payment; or

(c) any action, whether in law or in equity, is commenced by any person (including, but not limited to, creditors of any of the Overture Parties) against any Agent or Lender in respect of the Basic Documents, this Agreement or any documents or agreements executed in connection therewith, or the validity or enforceability thereof is contested, directly or indirectly, by any person; or

(d) any representation or warranty of any of the Overture Parties herein shall be false, misleading or incorrect in any material respect; or

(e) any action is taken by any of the Overture Parties which is in the sole opinion of either of the Agents inconsistent in any material respect with any agreement, reaffirmation, acknowledgement or undertaking contained herein.

Upon the occurrence of a Forbearance Default, (i) either Agent shall be entitled to immediately and without notice terminate this Agreement; and (ii) the Commitments under the Credit Agreement may be terminated; and (iii) all Overture Obligations may be accelerated; and (iv) each Agent and Lender shall have and be entitled to exercise any and all remedies provided by the Basic Documents, this Agreement, and all other documents relating to the Overture Obligations and applicable law.

9. Effect and Construction of Agreement. Except as provided herein and modified hereby, the Basic Documents shall remain in full force and effect in accordance with their respective terms, and this Agreement shall not be construed to:

(i) impair the validity, perfection or priority of any lien or security interest securing the Overture Obligations;

(ii) waive or impair any rights, powers or remedies of any of the Agents or Lenders under the Basic Documents upon termination of the Forbearance Period, with respect to the Existing Events of Default, any other defaults, or otherwise; or

(iii) constitute an agreement by any Agent or Lender or require any of them to extend the Forbearance Period, or grant additional forbearance periods, or extend the term of the Basic Documents or the time for payment of any of the Overture Obligations; or

(iv) make any loans or other extensions of credit to any of the Overture Parties except as may be explicitly described in this Agreement.

In the event of any inconsistency between the terms of this Agreement and the Basic Documents, this Agreement shall govern. This Agreement shall be construed without regard to any presumption or rule requiring that it be construed against the Party causing this Agreement or any part hereof to be drafted.

10. Expenses. The Overture Parties acknowledge and agree that all costs, fees and expenses of the Agents and Lenders (including the fees of their counsel) incurred by any of them in connection with the negotiation, preparation, administration and enforcement of this

Agreement, the Project Lease, the Mortgage, and the other Basic Documents are all part of the Overture Obligations.

11. Additional Provisions.

(a) Further Assurances. The Overture Parties will make, execute, endorse, acknowledge, deliver and file all vouchers, invoices, notices, certifications, additional agreements, undertakings, conveyances, assignments, mortgages, financing statements, documents and other assurances and take any and all other action as the Agents or Lenders may reasonably deem necessary or proper in connection with the Basic Documents, or this Agreement or documents associated therewith. The Overture Parties authorize the Agents to authenticate and file any and all financing statements, amended financing statements and any other documents as may be necessary or desirable in order to perfect, preserve and give notice of the security interests and other rights of the Agents and Lenders under the other Basic Documents and this Agreement.

(b) Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by each of the Parties, their respective successors and assigns. No other person or entity shall be entitled to claim any right or benefit hereunder, including, without limitation, the status of a party beneficiary of this Agreement.

(c) Integration. This Agreement, together with the Basic Documents, constitutes the entire agreement and understanding among the Parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating to the subject matter. In entering into this Agreement, each Overture Party acknowledges that it is relying on no statement, representation, warranty, covenant or agreement of any kind made by the Agents or Lenders or any of their respective employees or agents, except as set forth herein.

(d) Assignability. Any and all rights and obligations of the Overture Parties under this Agreement are non-assignable by the Overture Parties without the express written consent of the Agents. All of the Basic Documents and all loan documents related thereto, this Agreement, and all of the rights and remedies accruing to the Agents and Lenders under this Agreement and with respect to the foregoing documents, are and shall be assignable by the Bank to one or more third parties without prior notice to, or permission of, any of the Overture Parties.

(e) Relationship Between the Corporation and Agents/Lenders. The relationship between the Corporation and the Agents and Lenders is, and at all times shall remain, solely that of borrower and lender, and the Agents and Lenders do not undertake nor assume any responsibility or duty to any of the Overture Parties to review, inspect, supervise, pass judgment upon or inform the Overture Parties or anyone else of any matter in connection with any phase of the Overture Parties' business operations, restructuring plan, financial condition or exercise of judgment.

(f) Governing Law. This Agreement shall be governed and construed in accordance with the internal substantive laws of the State of Wisconsin without regard to the choice of law principles of such state.

(g) Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and by the various Parties on separate counterparts, each of which when so executed, shall be deemed an original, but all counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile, PDF or other electronic format shall be deemed to be an original signature hereto.

(h) Notices. Any notices and other written communications with respect to this Agreement shall be in writing and sent by ordinary, certified or overnight mail, by facsimile or delivered in person, to:

If to any of the Overture Parties: Attorney James Sweet
Murphy Desmond, S.C.
33 East Main Street, Suite 500
Madison, WI 53703
Telecopier: (608) 257-4333
Telephone: (608) 268-5611

If to any Agent or Lender: Attorney Ann Ustad Smith
Michael Best & Friedrich LLP
One S. Pinckney Street, Suite 700
Madison, WI 53703
P.O. Box 1806
Madison, WI 53701-1806
Telecopier: (608) 283-2275
Telephone: (608) 283-2251

All notices shall be deemed received upon actual receipt thereof, proof of delivery or refusal of delivery.

(i) Survival. All representations, warranties, covenants, agreements, undertakings, waivers and releases by the Overture Parties contained herein shall survive the termination of the Forbearance Period and payment in full of the Overture Obligations.

(j) Amendment. No amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Parties.

(k) Nonwaiver; Course of Dealing. No course of dealing, delay on the part of the Agents or the Lenders in exercising any right, power or privilege hereunder, or failure to insist upon strict compliance with any covenant, term or condition of this Agreement or any Basic Document, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Agents or the Lenders preclude any

other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other rights or remedies which the Agents or the Lenders would otherwise have or which are provided by law.

12. VENUE; JURISDICTION; JURY TRIAL WAIVER. THE PARTIES EACH HEREBY IRREVOCABLY:

(a) CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN MADISON, WISCONSIN;

(b) AGREE THAT VENUE SHALL BE PROPER IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN MADISON, WISCONSIN, AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS WITH REGARD TO ANY ACTIONS, CLAIMS DISPUTES OR PROCEEDINGS RELATING TO THIS AGREEMENT, THE BASIC DOCUMENTS, OR ANY TRANSACTIONS ARISING FROM ANY OF THE FOREGOING, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING; AND

(c) WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY CONTROVERSY, ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY.

13. RELEASE OF CLAIMS AND WAIVER. EFFECTIVE UPON THE EXECUTION DATE, AND AS REQUIRED CONSIDERATION FOR AGENTS AND LENDERS TO ENTER INTO THIS AGREEMENT, THE CORPORATION, MCAD AND 201 STATE FOR THEMSELVES AND (IN THE CASE OF MCAD, FOR SOMCAD) FOR THEIR PREDECESSORS, REPRESENTATIVES AND AGENTS, HEREBY RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE THE AGENT, THE L/C FACILITY AGENT, EACH LENDER AND IN EACH CASE, EACH OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, ATTORNEYS, FIDUCIARIES, SERVANTS, OFFICERS, DIRECTORS, PARTNERS, PREDECESSORS, SUCCESSORS AND ASSIGNS, SUBSIDIARY CORPORATIONS, PARENT CORPORATIONS, AND RELATED CORPORATE DIVISIONS (ALL OF THE FOREGOING HEREINAFTER CALLED THE "RELEASED PARTIES"), FROM ANY AND ALL ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES OF ANY AND EVERY CHARACTER, KNOWN OR UNKNOWN, DIRECT AND/OR INDIRECT, AT LAW OR IN EQUITY, OF WHATSOEVER KIND OR NATURE, WHETHER HERETOFORE OR HEREAFTER ARISING, FOR OR BECAUSE OF ANY MATTER OR THINGS DONE, OMITTED OR SUFFERING TO BE DONE BY ANY OF THE RELEASED PARTIES PRIOR TO AND INCLUDING THE DATE OF EXECUTION HEREOF, AND IN ANY WAY DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, THE BONDS, THE RATE MANAGEMENT TRANSACTIONS, THE PROJECT LEASE, THE OTHER BASIC DOCUMENTS, ALL OTHER DOCUMENTS EXECUTED OR DELIVERED IN RELATION TO THE FOREGOING, AND THE OVERTURE OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO

ANY FORBEARANCE NEGOTIATIONS (ALL OF THE FOREGOING HEREINAFTER CALLED THE "RELEASED MATTERS"). THE CORPORATION, MCAD AND 201 STATE EACH ACKNOWLEDGE THAT THE AGREEMENTS IN THIS PARAGRAPH ARE INTENDED TO BE IN FULL SATISFACTION OF ALL OR ANY ALLEGED INJURIES OR DAMAGES ARISING IN CONNECTION WITH THE RELEASED MATTERS. THE CORPORATION, MCAD AND 201 STATE EACH REPRESENT AND WARRANT TO THE RELEASED PARTIES THAT IT HAS NOT PURPORTED TO TRANSFER, ASSIGN OR OTHERWISE CONVEY ANY RIGHT, TITLE OR INTEREST IN ANY RELEASED MATTER TO ANY OTHER PERSON AND THAT THE FOREGOING CONSTITUTES A FULL AND COMPLETE RELEASE OF ALL RELEASED MATTERS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

The Corporation:

Overture Development Corporation

By: James K. Ruhly
~~George E. Austin, President~~
JAMES K. Ruhly

201 State:

201 State Foundation, Inc.

By: D. Gordon

L/C Facility Agent:

JPMorgan Chase Bank, N.A., as Agent

By: _____
Paul G. Karlen, Senior Vice President

Lenders:

JPMorgan Chase Bank, N.A., as a Lender and Rate Management Transaction Counterparty

By: _____
Paul G. Karlen, Senior Vice President

M&I Marshall & Ilsley Bank, as a Lender

By: _____
Marty O'Connor, Vice President

By: _____

MCAD:

Madison Cultural Arts District

By: Linda Baldwin
Linda Baldwin, President

Agent:

U.S. Bank National Association, as Agent

By: _____
Joseph L. Svehla, Vice President

U.S. Bank National Association, as a Lender and Rate Management Transaction Counterparty

By: _____
Joseph L. Svehla, Vice President

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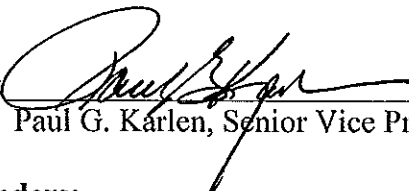
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201 State Foundation, Inc.

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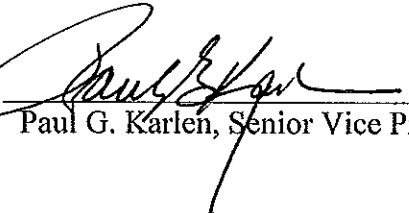
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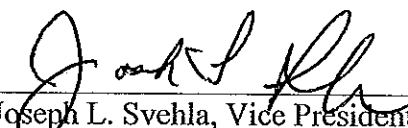
MCAD:

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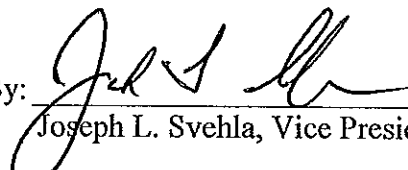
By: _____
Linda Baldwin, President

Agent:

U.S. Bank National Association, as Agent

By: _____

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U.S. Bank National Association, as a Lender
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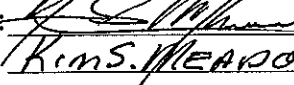
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By:  _____
Marty O'Connor, Vice President

By:  _____
KIMS MEADOWS SENIOR VICE PRESIDENT