

## SETTLEMENT AGREEMENT

This Agreement is between Macy's Retail Holdings, Inc. ("Macy's") and The Bon-Ton Stores, Inc. ("Bon-Ton") (collectively the "Plaintiffs"), Macy's is a corporation organized and existing under the laws of the State of New York and registered and authorized to conduct business in the State of Wisconsin, Bon-Ton is a corporation organized and existing under the laws of the State of Pennsylvania and registered and authorized to conduct business in the State of Wisconsin and the City of La Crosse, Wisconsin (the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the land and improvements located at 3900 State Road 16, Tax Parcel No. 17-10315-200 within the City.

(b) "Case" means the actions pending in the circuit court for La Crosse County, Wisconsin titled *The Bon-Ton Stores, Inc. and Macy's Retail Holdings, Inc. v. City of La Crosse*, Case No. 17-CV-315.

(c) "Court" means the Circuit Court for La Crosse County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Reinhart Boerner Van Deuren S.C. Trust Account, or to another account designated by Plaintiffs in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$59,651.20 for 2017 as a refund of property taxes previously paid by or billed to Plaintiffs based on the property tax assessment of the Property for the tax year 2017. The parties agree that no portion of this amount constitutes interest.

3. 2018 Assessment. The parties agree that the 2018 assessment of the Property will reflect an assessed value not to exceed \$4,250,000. As long as the 2018 assessment does not exceed this amount, Plaintiffs shall not file a claim for refund for any taxes paid with respect to the 2018 assessment of the Property. In the event the 2018 assessment exceeds this amount, then Bon-Ton shall have the right to file a claim for refund for the amount of taxes paid on the 2018 value in excess of \$4,250,000 and the City shall grant any such claim for refund.

4. Waiver of Costs. Each party waives all claims for costs.

5. Time of Payments. The City shall pay the refund of taxes for the 2017 tax year in full, as provided in Section 2 of this Agreement, within 30 days of the date this Agreement is signed by both parties.

6. Stipulation for Dismissal. No later than ten days after Plaintiffs receive payment in full of the refund of taxes provided in section 2 of this Agreement, the parties shall (a) enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation

with the Court.

7. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

8. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

9. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

10. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

11. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Case and serving the same on the other party.

12. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

13. No Assignment or Transfer. Plaintiffs represent and warrant that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

14. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

15. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the

purpose of enforcing this Agreement.

16. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Plaintiffs for any of the claims asserted in the Case or Plaintiffs' objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2017 or any other date nor any other admission concerning the assessment of Plaintiffs' property. In addition, none of the agreed upon values or assessments as of January 1, 2017 shall be admissible in any proceeding or assessment challenge in any subsequent year.

17. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

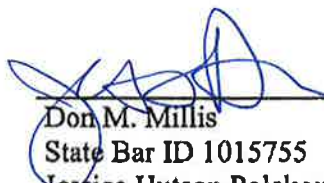
19. Authorization to Sign Agreement. Each person signing this Agreement on behalf of any party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

20. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: Aug. 22, 2018.

**MACY'S RETAIL HOLDINGS, INC.**

BY: Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 600  
Madison, WI 53703

  
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Don M. Millis  
State Bar ID 1015755  
Jessica Hutson Polakowski  
State Bar ID 1061368  
Sara Stellpflug Rapkin  
State Bar ID 1076539

Dated: Aug. 22, 2018.

**THE BON-TON STORES, INC.**

BY: Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 600  
Madison, WI 53703



Don M. Millis  
State Bar ID 1015755  
Jessica Hutson Polakowski  
State Bar ID 1061368  
Sara Stellpflug Rapkin  
State Bar ID 1076539

Dated: August 21, 2018.

**APPROVED AS TO FORM**

BY: Crivello Carlson, S.C.  
131 W. Wilson St., #1004  
Madison, WI 53703



Ryan G. Braithwaite  
State Bar ID No. 1037232

Dated: August 20, 2018.

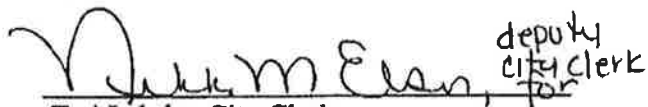
**CITY OF LA CROSSE**

By:



Timothy Kabat, Mayor

By:



Teri Lehrke, City Clerk

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deputy  
city clerk  
for

**EXHIBIT A**

STATE OF WISCONSIN  
CIRCUIT COURT  
LA CROSSE COUNTY

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THE BON-TON STORES, INC., AND  
MACY'S RETAIL HOLDINGS, INC.,

Plaintiffs,

v.

Case No. 17-CV-315  
Money Judgment - 30301

CITY OF LA CROSSE,

Defendant.

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**STIPULATION FOR DISMISSAL**

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IT IS STIPULATED by the parties, through their respective counsel, as follows:

1. This action involves The Bon-Ton Stores, Inc. and Macy's Retail Holdings, Inc. (collectively the "Plaintiffs") and the City of La Crosse (the "City's") assessment of the land and improvements located at 3900 State Road 16 and 4000 State Road 16, within the City and are identified in the City's records as Tax Parcel No. 17-10315-200 and 17-10315-400 (the "Properties").
2. The claims in this action arising from the assessment of the Properties shall be dismissed with prejudice and without costs and fees to any party.
3. The parties have entered into a separate Settlement Agreement. The Court shall retain jurisdiction and competency over this matter in order to enforce this Stipulation or the Settlement Agreement. Any party may reopen this matter by motion to this Court in the event of a violation or alleged violation of this Stipulation or of the Settlement Agreement.

IT IS FURTHER STIPULATED that an Order to this effect may be entered without further notice to either party.

Dated: \_\_\_\_\_, 2018.

**THE BON-TON STORES INC. AND MACY'S  
RETAIL HOLDINGS, INC.**

BY: Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 600  
Madison, WI 53703

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Don M. Millis  
State Bar ID 1015755  
Jessica Hutson Polakowski  
State Bar ID 1061368  
Sara Stellflug Rapkin  
State Bar ID 1076539

Dated: \_\_\_\_\_, 2018.

**CITY OF LA CROSSE**

BY: Crivello Carlson, S.C  
131 W. Wilson St., 1004  
Madison, WI 53703

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Ryan G. Braithwaite  
State Bar ID No. 1037232

**EXHIBIT B**

STATE OF WISCONSIN  
CIRCUIT COURT  
LA CROSSE COUNTY

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THE BON-TON STORES, INC., AND  
MACY'S RETAIL HOLDINGS, INC.,

Plaintiffs,

v.

Case No. 17-CV-315  
Money Judgment - 30301

CITY OF LA CROSSE,

Defendant.

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**ORDER FOR DISMISSAL**

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Based upon the Stipulation signed by the parties and filed with the court on \_\_\_\_\_  
2018, IT IS HEREBY ORDERED that this case is dismissed, subject to the terms of that  
stipulation, with prejudice and without court costs and fees to any party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

BY THE COURT:

39602750