

## SETTLEMENT AGREEMENT

This Agreement is between J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, also known as Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, Commercial Mortgage Pass-Through Certificates, Series 2010-C2, (hereinafter the "Plaintiff") located at 5221 N. O'Connor Blvd, Suite 800, Irving Texas 75039 per its Complaint, and the City of La Crosse, Wisconsin (hereinafter the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin and located at 400 La Crosse Street, La Crosse, WI 54601. For purposes of this agreement the Plaintiff and the City shall individually be referred to as a party and collectively, shall be referred to as the parties.

In consideration of Two Hundred Sixty-Six Thousand Eight Hundred Eighty-Seven Dollars (\$266,887.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Plaintiff does hereby and forever release and discharge the City, its officials, employees, officers, insurers, and agents from any and all claims and causes of action, in any way arising out of or related to the Case and the claims against the City for excessive assessment for the 2022 tax year relative to the Property. (defined below).

For such good and valuable consideration as described above, rendered to resolve finally, fully and completely all matters or disputes that now or may exist between them arising out of the Case, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. In this Agreement:

(a) The subject "Property" means collectively the land and improvements located at 3700 and 3800 State Rd. 16, Tax Parcel Numbers 17-10315-160 (TP160) and 17-10315-90 (TP 90) located within the City.

(b) "Case" means the action pending in the circuit court for La Crosse County, Wisconsin titled, *J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, also known as Wells Fargo Bank, National Association, as trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, Commercial Mortgage Pass-Through Certificates, Series 2010-C2 vs. City of La Crosse*, Case Nos. 23-CV-016. The Complaint in this Case was filed on January 1, 2023 as Dkt. 2 in the Case.

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

(d) "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. In this Case, the tax year means the 2022 tax year.

(e) "Greystone Servicing Company LLC" shall mean that certain Special Servicer company ("Greystone") with a business address of 5221 N. O'Connor Blvd, Suite 800, Irving, Texas 75039 where Plaintiff has granted a Limited Power of Attorney dated January 5, 2022 to Greystone to act as the true and lawful attorney-in-fact for the Plaintiff and in the name, place, and stead of Plaintiff, and to take any and all actions incident to or in connection with

Greystone's management or administration of the Specially Serviced Mortgage Loan and REO Properties, which Plaintiff represents includes the subject Property. A representative of Greystone has signed this agreement on a separate signature page attached hereto. A copy of the Greystone Limited Power of Attorney authorizing its authority to act on behalf of the Plaintiff has been provided to the City of La Crosse and has agreed to the terms hereof on behalf of the Plaintiff.

2. 2022 Assessment. To resolve this matter and in exchange for dismissing the Case, the parties hereto agree that the 2022 assessment of the Property shall be revised as follows:

**Tax Parcel No. 17-10315-160**

Land - \$1,163,900

Building - \$ 816,100

Total - \$1,980,000

**Tax Parcel No. 17-10315-90**

Land - \$ 8,476,500

Building - \$ 3,023,500

Total - \$11,500,000

This is a reduction of \$13,630,700 from the total combined assessed value initially set at \$27,110,700 for Tax Year 2022.

3. Refund of Property Taxes. Based on the reduction in assessed value of \$13,630,700 for the 2022 tax year, the City shall issue a partial tax refund made payable to the Law Firm Trust Account of Rogahn Jones LLC, attention Attorney Terry J. Booth, in the amount of \$266,887.00 as a partial refund of property taxes previously paid by Plaintiff for the Tax Year 2022. The foregoing payment shall be made not less than 20 days after the full execution of this agreement; the payment funds shall remain in the Law Firm Trust Account until the stipulation and order for dismissal has been fully executed by the parties and filed with the Court. The parties agree that no portion of the refund amount constitutes interest and no interest shall be due. Said refund check shall be sent via certified mail, return receipt requested, c/o and to the attention of Attorney Terry Booth at the Law Offices of Rogahn Jones, N16 W23233 Stone Ridge Drive, Suite 270, Waukesha, WI 53188.

4. Waiver of Costs. Each party waives all claims for costs and/or interest.

5. Release. In exchange for the dismissal contemplated by this Agreement, the Plaintiff hereby terminates, waives and discharges any further claims, demands, or actions which it might assert or bring in the future or have brought to date, whether mature or not, currently actionable or not, and any suits, appeals, objections, administrative actions and legal proceedings whatsoever against the City with respect to the assessments for tax year 2022 with respect to the Property, and hereby releases, discharges and acquits the City, its officers, board members, employees, agents and contractors, for any claims, causes of action, alleged injuries, or damages, of any kind, character or nature whatsoever, which have been could have been, or might be asserted against the City or any officer, employee, agent or contractor acting on its behalf, arising out of the assessments of the Property for tax year 2022.

6. Stipulation for Dismissal. No later than thirty (30) days after the full execution of this Agreement with each party signing with an original signature: (a) the parties shall 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 and order for dismissal (Exhibit B) with the Court. This Agreement may be signed in counterparts and each such counterpart shall be treated as an original document.

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 hereto 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. Attorney's Fees (Enforcement of Agreement). If any party breaches any of the terms of this Settlement Agreement, the non-breaching party shall be entitled to seek recovery from the breaching party the reasonable, actual costs, expenses and actual attorney's fees incurred by the nonbreaching party in connection with the enforcement of this Settlement Agreement.

12. 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.

13. 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.

14. No Assignment or Transfer. Plaintiff represents and warrants that (a) it is the owner of the claims in this Case, (b) has not assigned or transferred to anyone, and will not assign or transfer to anyone any of the claims in the Case, and (c) that no other person or entity has any legal right to pursue this claim or share in the proceeds of the settlement.

15. Entire Agreement. The statements in this Agreement are contractual terms, and are not mere recitals. 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.

16. 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.

17. 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 Plaintiff for any of the claims asserted in the Case or Plaintiff's objections to the assessment, and the reduction to the 2022 assessment shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither party makes an admission about the assessment or the fair market value of the Property as of January 1, 2022 or any other date nor any other admission concerning the assessment of Plaintiff's property. In addition, none of the agreed upon values or assessments as of January 1, 2022 shall be admissible in any proceeding or assessment challenge in any subsequent year whether directly or indirectly.

18. 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.

19. 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.

20. Severability. If any of the provisions of this Agreement are rendered invalid by a court or government agency of competent jurisdiction, this shall not in any way or manner affect the enforceability of the other provisions of this Agreement which shall remain in full force and effect.

21. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either 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.

22. Greystone Servicing Company LLC as Power of Attorney for Plaintiff. Notwithstanding and in addition to the representations contained herein it is expressly understood that Greystone, pursuant to the Limited Power of Attorney described above, (a photo copy of which was delivered to the City from Attorney Booth), (1) has the requisite corporate or other authority to sign this agreement on behalf of Plaintiff and to bind the Plaintiff to its terms; and (2) confirms that the subject Property is one of the REO Properties for which Greystone has authority to act; and (3) that the Limited Power Attorney granted to Greystone is currently valid and in effect as of

the date hereof and its authority to act has not been amended since January 5, 2022; and (4) that Todd Bragg, as a Servicing Officer for Greystone has the authority to enter into this Agreement and to bind Greystone and Plaintiff to the terms hereof.

23. Reading of Agreement. Each person signing this Agreement acknowledges the person has read this Agreement, and 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.

SIGNATURES ON SEPARATE PAGES

**DEFENDANT  
CITY OF LA CROSSE**

Dated: \_\_\_\_\_, 2025.

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Authorized Representative of City

Dated: \_\_\_\_\_, 2025.

**Wells Fargo Bank, National Association, as  
trustee for the registered holders of J.P.  
Morgan Chase Commercial Mortgage  
Securities Trust 2010-C2, Commercial  
Mortgage Pass-Through Certificates, Series  
2010-C2**

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Its Authorized Representative

Approved by:

Seibel Law Offices LLC  
Legal Counsel for City of La Crosse  
11520 N. Port Washington Road,  
Mequon, WI 53092

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Amy R. Seibel  
State Bar ID No. 1006166

Approved by:

By: Rogahn Jones, LLC  
Counsel for Plaintiff  
N16W23233 Stone Ridge Drive  
Waukesha, WI 53188

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Terry J. Booth  
State Bar ID No. 1014691



**EXHIBIT A**

STATE OF WISCONSIN  
CIRCUIT COURT  
LACROSSE COUNTY

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J.P. MORAN CHASE COMMERCIAL.  
MORTGAGE SECURITIES TRUST  
2010-C2,

Plaintiff,

v.

Case No. 23-CV-016  
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 J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2 and the City of La Crosse (the "City") assessment of the land and improvements located at 3700 and 3800 State Rd. 16., within the City and identified in the City's records as Tax Parcel No. 17-10315-160 and 17-10315-90 (the "Property").

2. This action shall be dismissed with prejudice on the merits and without costs and fees to any party.

3. The parties have entered into a separate Settlement Agreement resolving, among other things, the claims raised in this action. 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: \_\_\_\_\_, 2025.

**J.P. Morgan Chase Commercial Mortgage  
Securities Trust 2010-C2**

BY: ROGAHN JONES LLC  
N16W23233 Stone Ridge Dr., Suite 270  
Waukesha, WI 53188  
Electronically signed by Terry J. Booth

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Terry J. Booth  
State Bar ID No. 1014691

Dated: \_\_\_\_\_, 2025.

**City of La Crosse**

BY: Seibel Law Offices LLC  
11520 N. Port Washington Road Suite 4  
Mequon, WI 53092  
Electronically signed by Amy R. Seibel

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Amy R. Seibel  
State Bar ID No. 1006166

STATE OF WISCONSIN  
CIRCUIT COURT  
LA CROSSE COUNTY

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J.P. MORAN CHASE COMMERCIAL.  
MORTGAGE SECURITIES TRUST  
2010-C2,

Plaintiff,

v.

CITY OF LA CROSSE,

Defendant.

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Case No. 23-CV-016  
Money Judgment - 30301

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**ORDER FOR DISMISSAL**

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Based upon the Stipulation of the parties filed with the Court,

IT IS HEREBY ORDERED that the above-entitled action, including all claims that were asserted therein, is hereby dismissed in its entirety upon its merits, with prejudice and without costs to any party.