

## SETTLEMENT AGREEMENT

This Agreement is between J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2, ("Plaintiff"), 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 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 actions pending in the circuit court for La Crosse County, Wisconsin titled *J.P. Morgan Chase Commercial Mortgage Securities Trust 2010-C2 vs. City of La Crosse*, Case Nos. 23-CV-016.

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

<u>TP 160</u>	
Land -	\$1,163,900
Building -	<u>\$ 816,100</u>
Total -	\$1,980,000

<u>TP 90</u>	
Land -	\$ 8,476,500
Building -	<u>\$ 3,023,500</u>
Total -	\$11,500,000

This is a reduction of \$13,630,700 from the total combined assessed value of \$27,110,700 for tax year 2022.

3. Refund of Taxes. Based on the reduction in assessed value of \$13,630,700, the City shall issue a refund payable to 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, or to another account designated by Plaintiff in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$266,887 as a refund of property taxes previously paid by Plaintiff based on the property tax assessment for the tax year 2022. The parties agree that no portion of the refund amounts constitutes interest and no interest shall be due.

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

5. Stipulation for Dismissal. No later than thirty (30) days after execution of this Agreement: (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 with the Court.

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

7. 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.

8. 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.

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

10. Attorney's Fees (Enforcement of Agreement). If any party breaches any of the terms of the Settlement Agreement, the non-breaching party shall be entitled to recover 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.

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. Plaintiff represents and warrants 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 Plaintiff for any of the claims asserted in the Case or Plaintiff's objections to the assessments, 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.

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 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.

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.

[Signature Page Follows]

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

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

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Its Authorized Representative

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

**CITY OF LA CROSSE**

By:

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Its Authorized Representative

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

**APPROVED AS TO FORM**

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

*Amy Seibel*

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Amy R. Seibel  
State Bar ID No. 1006166

BY: Rogahn Jones, LLC  
N16W23233 Stone Ridge Drive  
Waukesha, WI 53188  
Electronically signed by Terry J. Booth

*Terry Booth*

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Terry J. Booth  
State Bar ID No. 1014691

EXHIBIT A

STATE OF WISCONSIN  
CIRCUIT COURT  
LA CROSSE 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 LACROSSE ,

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 is 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, all claims raised in this action. The Court shall retain jurisdiction and competency over this matter to enforce this Stipulation or the Settlement Agreement. Any party may reopen this matter by motion to this Court in the event of an 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: February \_\_\_\_, 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

*Terry Booth*

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Terry J. Booth  
State Bar ID No. 1014691

Dated: February \_\_\_\_, 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

*Amy Seibel*

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Amy R. Seibel  
State Bar ID No. 100616

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

**ORDER FOR DISMISSAL**

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Based upon the Stipulation of the parties filed on \_\_\_\_\_,

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.



