

MOBIL STATION – 27th & WISCONSIN

PURCHASE AND SALE AGREEMENT

(7-28-14 version, CAO.Doc. No. 205840)

THIS PURCHASE AND SALE AGREEMENT (“PASA”), dated as of JULY 31, 2014 (the “Effective Date”), is made and entered into by and between YOUVRAJ GROUP, LLP (“YOUVRAJ”), a Wisconsin limited liability partnership, and the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (“RACM”), for the covenants contained herein, and good and valuable consideration, receipt and sufficiency of which are acknowledged.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO BE EFFECTIVE, THIS PASA MUST BE SIGNED BY ALL PARTIES HERETO NO LATER THAN 4:30 P.M. ON MONDAY, AUGUST 4, 2014.

AS IS, Environmental. The physical condition of the Parcel shall be conveyed to RACM, except as otherwise expressly agreed to herein, in “AS-IS” condition. After Closing, RACM will be completely responsible for environmental conditions, known or unknown, at or affecting the Parcel, including any remediation that may be required under applicable federal, state, or local law; and, RACM agrees not to seek any recourse against, or contribution from, YOUVRAJ concerning any such environmental condition or remediation. RACM understands this is a significant risk because the Parcel has been in continuous use as a gas station for many years, and notwithstanding any clean-up that may have taken place recently concerning removal or replacement of underground storage tanks, significant risk of environmental contamination at the Parcel exists, including the possibility of soil and groundwater being contaminated by petroleum product. If RACM acquires title and the Deed per the terms hereof, RACM completely accepts ALL environmental responsibility, without any recourse against YOUVRAJ.

1. Agreement to Buy and Sell. RACM agrees to buy from YOUVRAJ, and YOUVRAJ agrees to sell to RACM, on the terms and conditions contained herein, all of YOUVRAJ’s right, title, and interest in and to:

- Address: 714 North 27th Street, Milwaukee, also known as 2630 W. Wisconsin Avenue, Milwaukee (the "Parcel")
- TIN: 389-0120-110-X

including all buildings and fixtures and appurtenances located thereon as of THE EFFECTIVE DATE, subject to "Permitted Removals" as defined in ¶3 below.

2. Purchase Price. The Purchase Price for the Parcel is \$680,000. YOUVRAJ agrees that the Purchase Price is agreed-upon fair market value for YOUVRAJ conveying the Parcel, and YOUVRAJ's interest in the Parcel, including fee title, to RACM on the terms and conditions contained herein.

Subject to the terms hereof (including the provation provisions below), the Purchase Price will be paid by RACM at Closing with the payment method selected by RACM, being either via certified check or cashiers check to YOUVRAJ, or by RACM wire transfer to YOUVRAJ. If RACM elects to pay by wire transfer, YOUVRAJ shall provide account and routing information for YOUVRAJ's recipient financial institution and account.

3. Personal Property; Permitted Removals. All personal property, whether owned by YOUVRAJ or others, must be removed from the Parcel at no expense to RACM prior to Closing and prior to the Final Walkthrough (see below). YOUVRAJ takes all responsibility for any third-party-owned personal property and indemnifies and holds RACM harmless concerning same. Notwithstanding the foregoing, the following (whether a fixture or not) are "Permitted Removals" and they too must be removed from the Parcel at no expense to RACM prior to Closing and prior to the Final Walkthrough:

Youvraj "Permitted Removals"

- All product in underground tanks. All tanks must be completely empty of product.
- All petroleum pumps (dispensers). *emptied of as much product as reasonably possible based on industry standards.*
- All signage.
- Camera system.
- Freezer.
- Cooler.
- All ATM equipment. *RACM: Paul P. Miller*
- Shelving. *BY DAVE MISKY ASST. EXECUTIVE*
- Any other item(s) that Youvraj has secured advance written permission from RACM to remove (permission in RACM's discretion). *YOUVRAJ: Mandeep Bhatnagar*

4. Closing. Closing on this transaction ("Closing") shall take place at the offices of the Milwaukee City Attorney, 841 North Broadway, 7th Floor, Milwaukee, at a mutually acceptable time that is on or before OCTOBER 24, 2014, so long as: (i) RACM has either satisfied or waived all its contingencies below; and (ii) YOUVRAJ and RACM have signed this PASA.

5. **Warranty Deed; AS-IS Sale; Occupancy; Deed Does Not Merge.**

A. **Deed.** YOUVRAJ shall, upon RACM's submission of the Purchase Price to YOUVRAJ (less deductions and prorations for Closing adjustments and less payments agreed to in the Closing Statement signed by all parties hereto), convey marketable title to the Parcel to RACM by Warranty Deed, in form and substance of that attached hereto as **EXHIBIT A** (the "Deed") (subject only to the "Permitted Encumbrances" referred to in **EXHIBIT A-1**).

B. **Environmental.** As indicated, if RACM acquires title and the Deed, RACM accepts all environmental responsibility. Within **ten days** of YOUVRAJ signing this PASA, YOUVRAJ shall provide RACM with true and complete copies of existing reports, information, and data that either YOUVRAJ or anyone claiming by, through, or under YOUVRAJ has or controls, regarding environmental conditions at or affecting the Parcel – including, but not limited to, Phase I and Phase II environmental reports and data, asbestos data, and underground tank data.

C. **Occupancy, Possession.** At Closing, YOUVRAJ shall deliver occupancy and physical possession of the Parcel to RACM, free from any tenant or occupant interest or lease, any third-party contract (including petroleum-delivery, servicing and sales contracts or restrictions), and any other lease, license, third-party right/interest, or encumbrance, other than Permitted Encumbrances.

D. **Tenant Vacates.** Any tenant or occupant of the Parcel must cease operations at, and completely vacate, the Parcel by Closing. With the exception of Permitted Encumbrances only, YOUVRAJ must ensure that the right of any tenant, occupant, or third-party, at the Parcel is terminated by Closing.

6. **No Third Parties.**

YOUVRAJ must, as a CONDITION TO RACM Closing, and at no cost or expense to RACM, absolutely and unconditionally terminate, all right, title and interest of any tenant, or occupant at or affecting the Parcel, and the right of any other third-party affecting the Parcel (including but not limited to: franchise agreements; petroleum-delivery, servicing, supply and/or sales contracts or restrictions; mortgages; rights of first refusal; options to purchase; ATM-related arrangements; land contracts; licenses; etc.).

And, without limiting the foregoing, YOUVRAJ must, as a CONDITION TO RACM Closing, in particular, also cause the following interests to be terminated "of record" in the Milwaukee County Register of Deeds Office, in a manner meeting RACM's prior review and approval, and in a manner to induce Captial Title Insurance Company ("Captial") to remove from Schedule B-II of any Commitment or title policy issued for the Parcel the following rights:

A. Rights of Exxonmobil Oil Corporation, or Exxon, or Mobil, including franchise rights, including rights of any party (whether Exxon, Lakeside, Lakepointe, or others), interests and restrictions under or referred to in "Memorandum of Repurchase Option and Right of First Refusal" recorded as Document No. 8432071.

B. Rights of Lakepointe Holdings, LLC, including rights of any party, interests, and restrictions, under or referred to in a "Memorandum of Repurchase Option, Restriction on Use and Right of First Refusal" recorded as Document No. 8553715.

C. Rights of Lakeside Oil Company, Inc., including rights to be supplier of motor fuel to the Parcel, including rights, interests, and restrictions, if any, under or referred to in, Document No.'s 8553715 and 8432071.

D. Rights and mortgage of Lincoln State Bank or assigns, including mortgage recorded June 4, 2007, Document No. 09440828.

YOUVRAJ represents and warrants to RACM that YOUVRAJ is able to secure the requisite termination of interests required hereby, and understands that YOUVRAJ must be able to convey the Parcel to RACM free from the rights, interests and restrictions as called for herein.

YOUVRAJ represents and warrants to RACM that, other than the documents referenced in **A-D** immediately above: no other third-party agreement (whether lease or occupancy agreement, license, right of first refusal, option to buy, land contract, mortgage, supply contract, franchise contract, and/or other third-party agreement) exists regarding the Parcel, or exists between YOUVRAJ and another for the Parcel.

YOUVRAJ represents and warrants to RACM that YOUVRAJ has not accepted any other offer from any other party for, or affecting, the Parcel. The intent is that YOUVRAJ convey the Parcel to RACM free from any right of any third party, except for rights (if any) under any Permitted Encumbrances.

YOUVRAJ agrees and understands that any judgment lien docketed against or affecting title to the Parcel, and any delinquent tax warrant affecting title, must be satisfied and removed as an encumbrance against title, at YOUVRAJ's expense, on or before Closing, with RACM's duty to Close being contingent upon such.

The provisions herein are material inducements and this is a contingency to RACM closing.

7. **YOUVRAJ Buys Title Insurance - CAPITAL; Affidavits; No Broker.** Without changing the "AS-IS" nature as to the *physical condition* of the Parcel, YOUVRAJ shall provide good and marketable title to the Parcel to RACM at Closing, subject only to the Permitted Encumbrances on **EXHIBIT A-1**.

YOUVRAJ shall be responsible for paying, at Closing, for the premium for a title insurance policy for RACM in the amount of the Purchase Price that RACM will pay YOUVRAJ, and for the issuance of "special letters." If RACM seeks additional endorsements to insurance coverage, RACM shall pay any premium charged by RACM's title insurer, **Capital**, for the endorsements RACM requests – provided however, that YOUVRAJ must, at its expense, cause Capital removal of exceptions related to the parties at item **6. A-D** above.

YOUVRAJ shall execute and deliver to Capital such documents as Capital may require to insure over any tenant or occupant interest, and to execute and deliver such other standard title insurance affidavits consistent with this PASA allowing Capital to remove exceptions to coverage typically removable as a result of such affidavits, including Owner's Affidavit, Tenant's Affidavit, Construction Lien Affidavit, Broker's Affidavit, and Gap Affidavit if RACM seeks "gap" coverage.

YOUVRAJ shall also promptly provide to Capital and RACM documents required by Commitment Schedule B-I as Capital may require, including, but not limited to, respective YOUVRAJ organizational documents.

YOUVRAJ shall cause termination of the interests listed at item 6.A-D above.

YOUVRAJ does not have the Parcel or its interest in the Parcel listed with any broker, and has not contracted with any broker regarding sale of the Parcel or this transaction or sale.

8. **Tax & Closing Prorations.** On or before Closing, YOUVRAJ shall pay all outstanding property taxes, special charges, BID assessments, special assessments (unless special assessments were levied after the Effective Date of this PASA), and all outstanding sewer and water charges, bills and utilities affecting the Parcel, as well as all amounts previously billed on any property-tax bill issued by the City, and YOUVRAJ shall pay any then outstanding judgments docketed against or affecting title, and any delinquent tax warrants affecting title.

At Closing, property taxes for the year of Closing, and sewer and water charges for the then-current period, and BID assessments for the year of Closing, shall be prorated based on the then-known rates or upon the latest known rates, charges and assessments. To the extent not addressed by the above, and notwithstanding the above, if there is a special charge or special assessment levied after the Effective Date but before Closing that pertains to YOUVRAJ (or anyone claiming by, through, or under YOUVRAJ) acts, failure to act, use or occupancy of the Parcel, YOUVRAJ shall pay same on or before Closing.

9. **Transfer Fee & Return.** Prior to Closing, YOUVRAJ shall provide data to enable completion of an electronic real-estate-transfer return regarding its conveyance to RACM and cooperate with RACM regarding an electronic return filing. YOUVRAJ shall pay the transfer fee associated with the conveyance.

10. **RACM Records Deed.** The Deed shall, promptly after Closing, be recorded by RACM, with the cost of recording being paid by RACM.

11. **RACM Contingencies.** RACM's obligations to Close on this transaction and to pay the Purchase Price to YOUVRAJ (*subject to prorations*), are contingent upon the following conditions being expressly waived or satisfied on or before the dates set forth below.

A. **Inspection.** While ¶5 above allows the *physical condition* of the Parcel to be conveyed to RACM, except as otherwise expressly agreed to herein, in "AS-IS"

condition, YOUVRAJ understands that this is subject to RACM's contingency rights hereunder.

YOUVRAJ shall allow RACM, and its contractors, agents and representatives (including, but not limited to, demo contractors) to enter the Parcel, at their sole risk, on at least 24 hours advanced notice from RACM, (i) to visually examine and inspect (this includes the land, any buildings or structures, and systems serving the Parcel), and (ii) to survey.

If RACM's examination, inspection, and/or survey, disclose or reveal conditions that are contrary to the terms and conditions of this PASA, RACM may terminate this PASA by written notice of termination provided to YOUVRAJ, on or before **Closing**, in which case, the PASA shall terminate.

B. RACM Title Review. RACM must obtain and approve a current Title Commitment for the Parcel issued by Capital, and "special letters" from the City of Milwaukee, and copies of all documents and judgments and encumbrances that may be listed on Schedule B-II of the Commitment, or that may be recorded against title as an existing encumbrance, and review and approve same, and status of title reflected thereby. If the Commitment or "special letters" or afore-referenced recorded documents or matters reveal or disclose conditions or encumbrances that are unacceptable to RACM, in RACM's discretion and judgment, and if YOUVRAJ does not satisfy and remove as an encumbrance against title any such unacceptable condition or encumbrance, or docketed or outstanding Judgment lien or delinquent tax warrant, then, RACM may terminate this PASA by written notice of termination provided to YOUVRAJ on or before **Closing**, in which case, the PASA shall terminate. Likewise, RACM must obtain and approve documents evidencing termination of the rights and interests referred to at item 6. A-D above. If RACM does not so approve of said documents, or if Capital will not cause removal of exceptions on Schedule B-II of the Commitment relating to any of the item 6.A-D rights or to tenant, occupant or other third-party rights, then, RACM may terminate this PASA by written notice of termination provided to YOUVRAJ on or before **Closing**, in which case, the PASA shall terminate.

C. Final Walkthrough; Personal Property; No Third-Parties. RACM performing a final walkthrough of the Parcel before **noon on the day of Closing** (the "**Final Walkthrough**"), confirming that YOUVRAJ is acting in accordance with its duties hereunder (including removal of personal property from the Parcel and Permitted Removals, and cessation of occupancy and operations, and other third-party interest) and to visually inspect the Parcel. As of the Final Walkthrough, the Parcel's condition must not have materially changed in any manner from the Effective Date to the date of Closing – except for any changes that RACM and YOUVRAJ may have agreed to herein or that they may have mutually consented to in writing – and personal property, Permitted Removals, and any tenant or occupant or third-party must have been removed from the Parcel. If the Final

Walkthrough reveals or discloses material changes in the Parcel's condition that are not authorized and agreed to, and that are unacceptable to RACM, in RACM's discretion and judgment, or if YOUVRAJ has not removed personal property and Permitted Removals from the Parcel as required hereunder, or if tenants, occupants or third-parties have not vacated and/or have not had their interest duly terminated as required hereunder, then, RACM may terminate this PASA by written notice of termination provided to YOUVRAJ on or before **Closing**, in which case, the PASA shall terminate.

D. RACM Board and Common Council Approval. While Rocky Marcoux has signed this PASA on behalf of RACM, RACM's duties hereunder are contingent upon RACM Board and Common Council approval of this PASA and ratification and approval of Mr. Marcoux's signing on behalf of RACM. If any of the RACM Board or the Common Council fails to so approve and ratify by duly adopted respective resolution to that effect by **Closing**, then RACM may terminate this PASA by written notice of termination provided to YOUVRAJ on or before **Closing**, in which case, the PASA shall terminate.

E. Records Review. As indicated, if RACM acquires title and the Deed, RACM accepts environmental responsibility. See above. Also, per ¶5.B, within **ten days** of YOUVRAJ signing this PASA, YOUVRAJ must provide RACM with copies of existing reports, information, and data that either YOUVRAJ or anyone claiming by, through, or under YOUVRAJ has or controls, regarding environmental conditions at or affecting the Parcel (see 5.B.). RACM must obtain and review those documents. If any such document shows or reveals significant risk or expense to a new owner of the Parcel due to problems associated with existing facilities or equipment at the Parcel, or failure to maintain or repair same, or failure by YOUVRAJ to have complied with applicable federal, state or local laws or rules, then, RACM may terminate this PASA by written notice of termination provided to YOUVRAJ **within 15 days of RACM receipt** of the particular document from YOUVRAJ, in which case, the PASA shall terminate.

12. Termination; or Waiver of Contingency Rights. If RACM provides timely written notice of termination to YOUVRAJ under any of RACM's contingency rights above, this PASA shall terminate, and RACM shall have no duty to Close and no duty to pay to YOUVRAJ any part of the Purchase Price or any other sum. RACM may, if it wishes, in its sole judgment and discretion, waive any one or all of its contingency rights above, but RACM shall have no duty to waive.

13. RACM's Pre-Closing Entry Rights; Initial and Final Walkthrough. YOUVRAJ shall allow RACM, its contractors, agents and representatives, pre-Closing access to the Parcel (including buildings thereat) for the following (the "**Authorized Entry**"): (a) periodic entry prior to Closing to visually view and observe same, including but not limited to an **initial walkthrough within 7 days** of all parties entering into this PASA; and (b) to conduct RACM's

¶ 11 rights above, including the Final Walkthrough. YOUVRAJ agrees to cooperate and to allow entry.

YOUVRAJ agrees to not cause or allow any change or damage to the Parcel from the Effective Date to Closing – reasonable wear and tear only excepted, and removals expressly permitted hereunder excepted.

14. **Successors and Assigns.** This PASA binds and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, however, YOUVRAJ may not assign or transfer its interest hereunder, or enter any contract to do so, during the pendency of this PASA, and YOUVRAJ may not convey any right, title, or interest in the Parcel or enter any contract to do so during the pendency of this PASA.

15. **Facsimile and Counterparts.** This PASA may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. Facsimile or PDF signatures shall be accepted as originals.

16. **Entire Agreement; Amendment.** This PASA constitutes the entire agreement between the parties and all prior statements, written or oral, are terminated and of no effect. This PASA may only be amended by a written agreement signed by all the parties hereto.

17. **Severable.** The terms and provisions of this PASA are deemed separable and severable such that the invalidity or unenforceability of any term or provision shall not affect or impair the validity or enforceability of the remaining terms and provisions.

18. **Notices.** All notices permitted or required hereunder shall be considered given (i) upon receipt if hand-delivered by commercial courier or otherwise personally delivered, (ii) if sent by e-mail, then the notice must be sent during business hours on days that the City of Milwaukee's City Hall is open for business, and the notice shall be deemed given when sent as per the following and so long as the notice is successfully sent (i.e., the sender does not receive any error, or busy, or inability to send, notification), and (iii) within two business days of depositing same in the U.S. mail, postage-paid, addressed by name and address to the party intended as follows:

If to RACM	If to YOUVRAJ
Rocky Marcoux REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE 809 N. Broadway, 2 nd Floor Milwaukee, WI 53202 Phone: 414-286-5800 Email: rmarco@milwaukee.gov	Mandeep Dhawan YOUVRAJ GROUP, LLP 4950 W. Lisbon Ave. Milwaukee, WI 53210 Phone: 414-688-2747 Email: petromandeep@yahoo.com

<p>With a Copy to: Gregg C. Hagopian Assistant City Attorney Office of the City Attorney Milwaukee City Hall Suite 800 200 East Wells Street Milwaukee, WI 53202 Phone: 414-286-2601 Email: ghagop@milwaukee.gov</p>	
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19. **Headings.** The headings used herein are for convenience only.

20. **Remedies.** In the event of breach of this PASA, the non-breaching party shall have all rights available at law and in equity against the breaching party, including, where applicable, specific performance. RACM retains all rights under Wis. Stat. 893.80. There shall be no breach by RACM if RACM terminates this PASA because RACM contingency rights are not satisfied or waived.

21. **Limitation on Further Encumbrances; Existing Condition; Insurance.** YOUVRAJ agrees that, after the Effective Date, and during the pendency of this PASA, YOUVRAJ shall not voluntarily agree to or impose any additional liens, encumbrances, leases, occupants, license agreements, easements, covenants, or restrictions on or against the Parcel or any part thereof without RACM's prior written consent. Likewise, YOUVRAJ shall not convey or agree to convey or hypothecate any part of or interest in the Parcel, to anyone, and YOUVRAJ shall not enter into any agreement giving any third-party any right affecting the Parcel. YOUVRAJ further agrees, during the pendency of this PASA, and unless otherwise approved in writing by RACM, to keep the Parcel in the condition and state that currently exists as of the Effective Date – reasonable wear and tear, and Permitted Removals, only excepted. Prior to Closing, YOUVRAJ, at its expense, agrees to maintain property and liability insurance coverage concerning the Parcel and to be responsible for maintenance of the Parcel.

22. **Anti-Merger.** The terms and provisions herein shall survive YOUVRAJ's execution and delivery of the Deed to RACM.

23. **Waiver of Eminent Domain Rights.** YOUVRAJ (for itself and anyone claiming by, through or under YOUVRAJ) acknowledges that this transaction is a fully voluntary and negotiated transaction that was not brought under or using, in any way, eminent domain power or Wis. Stat. Ch. 32, and that it was not brought using any threat of eminent domain. The amount of the Purchase Price payable to YOUVRAJ is full and negotiated compensation agreed to by the parties.

As this transaction was not brought under, or using, or by threat of, eminent domain, YOUVRAJ does not have the right to challenge RACM's acquisition of the Parcel, the amount RACM agreed to pay to YOUVRAJ, or any relocation, moving, or re-establishment right. In any event,

YOUVRAJ, waives any such right, and all other rights YOUVRAJ (or anyone claiming by, through or under YOUVRAJ) may assert (or may attempt to assert) with respect to the Parcel and RACM's acquisition of, or payment for, the same under the United States Constitution, the United States Code, the Wisconsin Constitution, Wisconsin Statutes Chapter 32, and Wisconsin Administrative Code Ch. COMM 202 - including, but not limited to, and as well as, waiving all rights to obtaining or being provided with an appraisal; waiving any right to just compensation from RACM or for RACM to pay for any interest in the Parcel (other than the Purchase Price per ¶2 of this PASA); waiving all rights to claim or recover for any cost, reimbursement or expense in or contemplated by Wis. Stat. § 32.19 or 32.195; waiving all moving and other incidental or consequential loss or expenses; waiving all replacement-business payments; waiving all re-establishment and relocation payments and assistance; and waiving any right under any agreement with others that may have affected the Parcel under YOUVRAJ's ownership.

YOUVRAJ's entry into this PASA, YOUVRAJ's conveyance of title to RACM, and YOUVRAJ's termination of tenancy, occupancy and any third-party right as required hereby, are all, purely voluntary and not under, or in lieu of, condemnation by RACM and reflect a negotiated non-coerced agreement between the parties hereto, with YOUVRAJ representing and warranting to RACM that YOUVRAJ is able to, and will, at its expense, terminate third-party interests as called for (and indemnify and hold RACM harmless concerning same). YOUVRAJ will not look to, nor make claim against, the City of Milwaukee ("City") or RACM, for any payment, other than amounts expressly required hereunder for RACM to pay, and YOUVRAJ's waivers herein run both to City and RACM.

YOUVRAJ SIGNATORIES READ THIS BEFORE SIGNING, AND YOUVRAJ HAD THE RIGHT TO HIRE ATTORNEYS OR OTHER CONSULTANTS OF ITS CHOICE PRIOR TO SIGNING. YOUVRAJ ENTERS INTO THIS AND SIGNS AND DELIVERS THIS, INTENDING TO BE BOUND AND FOR THIS TO BE RELIED UPON.

At Closing, YOUVRAJ shall, after YOUVRAJ signs and delivers the Deed to RACM at Closing, but still at Closing, sign, if RACM requires, a confirmation of the waivers contained in this PASA.

IN WITNESS WHEREOF, the parties caused this Agreement to be entered into and executed as of the Effective Date written above.

<p>RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE</p> <p>By: <u><i>Rocky Marcoux</i></u> Rocky Marcoux Executive Director/Secretary</p> <p>Subject to RACM Board and Common Council approval. ¶11.D.</p>	<p>YOUVRAJ: YOUVRAJ GROUP, LLP</p> <p>By: <u><i>Mandeep Dhewan</i></u></p> <p>Name Printed: <u>Mandeep Dhewan</u></p> <p>Title: <u>Sale partner</u></p>
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EXHIBIT A

WARRANTY DEED

Document Number

Document Title

Drafted By: Gregg C. Hagopian

THIS WARRANTY DEED is made by YOUVRAJ GROUP, LLP ("YOUVRAJ") as the Grantor, to the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE ("RACM"), as the Grantee.

WITNESSETH:

Recording Area

Name and Return Address:

Gregg C. Hagopian
Office of the City Attorney
Milwaukee City Hall Suite 800
200 East Wells Street
Milwaukee, WI 53202

PIN:

389-0120-110-X

1. **Conveyance of Parcel.** YOUVRAJ hereby conveys to RACM, the real estate, in the City and County of Milwaukee, State of Wisconsin, described below (the "**Parcel**"), together with all of YOUVRAJ's right, title and interest in and to the Parcel, and all rights and privileges appurtenant to the Parcel, including all buildings and fixtures and appurtenances now located thereon:

- **Address:** 2630 W. Wisconsin Avenue, Milwaukee, a/k/a 714 N. 27th Street, Milwaukee.
- **TIN:** 389-0120-110-X
- **Legal:** Lots 17, 18 and 19, in Block 1, in Assessment Subdivision No. 48, being a Subdivision of a part of the West ½ of the Northwest ¼ of Section 30, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, EXCEPTING THEREFROM that part of Lot 19 conveyed to the City of Milwaukee by Quit Claim Deed recorded as Document No. 4932097

2. **Warranty.** This is not homestead property. YOUVRAJ conveys the Parcel together with all and singular the hereditaments and appurtenances thereunto belonging; and, YOUVRAJ warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except for the "Permitted Encumbrances" listed on **EXHIBIT A-1** attached hereto, and YOUVRAJ will warrant and defend the same.

IN WITNESS WHEREOF, YOUVRAJ, as Grantor, has caused this Deed to be executed by its duly authorized representative and delivered to RACM as of the _____ day of _____, 2014.

YOUVRAJ GROUP, LLP

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2014, the above-named _____, on behalf of the above-named Grantor, to me known to be said person who executed the foregoing instrument, with due authority, and acknowledged the same.

Name: _____
Notary Public, Wisconsin
My Commission: _____

EXHIBIT A-1

PERMITTED ENCUMBRANCES

- municipal and zoning ordinances.
- real estate taxes in the year of Closing, and BID assessments in the year of Closing (subject to the payment and proration provisions in the Purchase and Sale Agreement ("PASA") between Youvraj and RACM).
- Water and sewer service charges, if any, subject to the payment and proration provisions in the PASA.
- Easement to Wisconsin Electric Power Company and Wisconsin Telephone Company recorded as Document No. 3572143.