

PARTIAL RELEASE OF RESTRICTIONS

Document Number

Document Title

**PARTIAL RELEASE OF RESTRICTIONS
(Wisconsin Hispanic Scholarship Foundation)**

Recording Area

Name and Return Address

Wisconsin Hispanic Scholarship
Foundation, Inc.
2997 South 20th Street
Milwaukee, WI 53215

509-0022-000

Parcel Identification Number (PIN)

THIS PARTIAL RELEASE, made as of this 1st day of January, 2013 by the City of Milwaukee, a Wisconsin municipal corporation (“City”).

WHEREAS, City, on behalf of the Milwaukee Board of School Directors (“MPS”) conveyed the real property legally described on **EXHIBIT “A”** (the “Property”) to the Wisconsin Hispanic Scholarship Foundation, Inc. (“WHSF”), pursuant to a Special Warranty Deed dated July 22, 2009, recorded as Document No. 09772648 (the “Deed”); and

WHEREAS, The Property is subject to a Deed Restriction created by City on behalf of MPS dated as of July 22, 2009 and recorded as Document No. 09772647 (the “Deed Restriction”), a copy of which is attached as **EXHIBIT “B”**, and

WHEREAS, Paragraph 3 of the Deed Restriction sets forth a restriction against tax exemption applicable to the Property, which restriction may be released by a resolution adopted by City's Common Council; and

WHEREAS, WHSF has requested a release of the restriction against exemption set forth in paragraph 3 of the Deed Restriction and proposes to enter into a PILOT Agreement with City and MPS in substantially the form attached as **EXHIBIT "C"** (the "PILOT Agreement"); and

WHEREAS, The PILOT Agreement provides that WHSF will make annual PILOT Payments, as defined therein, based upon an initial property value equivalent to \$135,000, adjusted from time to time as set forth therein; and

WHEREAS, City's Common Council has approved the execution and delivery of this Partial Release and the execution and delivery of the PILOT Agreement pursuant to Resolution No. 120520 adopted on _____, 2013; and

WHEREAS, WHSF has approved the execution and delivery of the PILOT Agreement.

NOW, THEREFORE, In consideration for the execution and delivery of the PILOT Agreement and for other good and valuable consideration, City hereby releases the "restriction against tax exemption" set forth in Paragraph 3 of the Deed Restriction subject to the following:

1. This Partial Release shall be effective upon recordation of a PILOT Agreement executed by City, MPS and MHSF which is in substantially the form attached as EXHIBIT "C".
2. All terms and conditions of the Deed Restriction, with the exception of Paragraph 3 which is hereby released, are incorporated herein and modified to conform herewith, but in all other respects shall continue in full force and effect.

IN WITNESS WHEREOF, The City of Milwaukee has caused this Partial Release of Restrictions to be executed by its duly authorized representatives as of the day and date set forth above.

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
James R. Owczarski, City Clerk

COUNTERSIGNED

By: _____
Martin Matson, City Comptroller

Signatures of Tom Barrett, Mayor, James R. Owczarski, City Clerk and Martin Matson, Comptroller authenticated this ____ day of _____, 2013.

THOMAS O. GARTNER
Assistant City Attorney
State Bar No. 1003072

This instrument was drafted by:
Thomas O. Gartner
Assistant City Attorney
City of Milwaukee
City Attorney's Office
State Bar No. 01003072

1033-2011-3053:189958

EXHIBIT "A"

(Legal Description of the Property)

Parcel 2 of Certified Survey Map No. 8158, recorded on June 15, 2009, as Document No. 9751861, a Division of lands in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Tax Parcel No.: 509-0022-000

EXHIBIT "B"

(Deed Restriction)



ct

DEED RESTRICTION

Document Number

Document Title

This DEED RESTRICTION (this "Restriction"), made as of the 22 day of July, 2009 (the "Effective Date") by the City of Milwaukee, a Wisconsin municipal corporation, acting upon the request of the Board of School Directors of the Milwaukee Public Schools under Wis. Stat. § 119.60(2) (the "Declarant"),

Witnesses:

A. Declarant is the owner in fee simple absolute of certain real property located in Section 7 of Township 8 North, Range 22 East in the City of Milwaukee, Milwaukee County, Wisconsin, which real property is more particularly described on the Attachment A attached to and made a part of this Restriction (with all improvements thereon, whether as of or at any time after the Effective Date, the "Property").

B. Declarant and Mercy Housing Lakefront, a Wisconsin corporation, on February 12, 2009 entered into a purchase and sale agreement (as modified and amended through the Effective Date, the "Sale Agreement"), pursuant to which Sale Agreement Declarant shall, of even date herewith, convey title to the Property to Milwaukee Hispanic Scholarship Foundation, Inc., a Wisconsin nonstock corporation ("Buyer"), for the sum of THREE HUNDRED SEVEN THOUSAND AND NO/100 U.S. DOLLARS (USD307,000.00) (the "Purchase Price").

C. By action adopted on January 19, 2009, the Board of School Directors of the Milwaukee Public Schools, a public school district organized and existing under the Constitution and laws of the State of Wisconsin ("MPS"), found and determined (i) that the Competing Uses (as defined in this Restriction) detract from MPS's ability to establish, provide, and improve MPS's programs, functions, and activities for the benefit of its pupils, and thus (ii) that prohibiting such Competing Uses would promote the cause of education in MPS;

D. Pursuant to the expressed terms and conditions of the Sale Agreement, Declarant and Buyer—the latter for itself and for all of its successors and assigns in title to all or any portion of the Property—wish to ensure that the Property shall be used for purposes, and in a fashion, that are consistent with the mandate and authority of the Milwaukee Public Schools ("MPS") under (i) Chapters 115 to 121 of the Wisconsin Statutes and (ii) policies, procedures, and findings of the Milwaukee Board of School Directors in effect as of the Effective Date.

NOW, THEREFORE, the Declarant, for itself and for all Governed Persons, does hereby declare that the Declarant's Property shall be held, sold, conveyed, transferred, used, and improved only subject, in every instance, to the conditions, covenants, restrictions, and reservations set forth below in this

Deed Restriction;

all of which covenants, conditions, restrictions, and reservations shall (i) govern all Governed Persons, and (ii) run with and bind all and any portion of the Property.

1. Definitions. For purposes of this Restriction, the following terms shall have the stated meanings:

QB\0174116.6

DOC.# 09772647

REGISTER'S OFFICE
Milwaukee County, WI

RECORDED
07/31/2009 09:23AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: \$39.00

FEE EXEMPT #: 0
** The above recording information verifies that this document has been electronically recorded and returned to the submitter. **

copy

Recording Area

Name and Return Address

Wisconsin Hispanic Scholarship Foundation, Inc.
c/o William J. Chandek, Esq.
William J. Chandek & Associates, LLC
333 Bishops Way, Suite 150
Brookfield, Wisconsin 53005

Part of 509-9997-100-5

Parcel Identification Number (PIN)

DEED RESTRICTION

Document Number

Document Title

This DEED RESTRICTION (this "Restriction"), made as of the 22 day of July, 2009 (the "Effective Date") by the City of Milwaukee, a Wisconsin municipal corporation, acting upon the request of the Board of School Directors of the Milwaukee Public Schools under Wis. Stat. § 119.60(2) (the "Declarant"),

Witnesses:

A. Declarant is the owner in fee simple absolute of certain real property located in Section 7 of Township 8 North, Range 22 East in the City of Milwaukee, Milwaukee County, Wisconsin, which real property is more particularly described on the Attachment A attached to and made a part of this Restriction (with all improvements thereon, whether as of or at any time after the Effective Date, the "Property").

B. Declarant and Mercy Housing Lakefront, a Wisconsin corporation, on February 12, 2009 entered into a purchase and sale agreement (as modified and amended through the Effective Date, the "Sale Agreement"), pursuant to which Sale Agreement Declarant shall, of even date herewith, convey title to the Property to Milwaukee Hispanic Scholarship Foundation, Inc., a Wisconsin nonstock corporation ("Buyer"), for the sum of THREE HUNDRED SEVEN THOUSAND AND NO/100 U.S. DOLLARS (USD307,000.00) (the "Purchase Price").

C. By action adopted on January 19, 2009, the Board of School Directors of the Milwaukee Public Schools, a public school district organized and existing under the Constitution and laws of the State of Wisconsin ("MPS"), found and determined (i) that the Competing Uses (as defined in this Restriction) detract from MPS's ability to establish, provide, and improve MPS's programs, functions, and activities for the benefit of its pupils, and thus (ii) that prohibiting such Competing Uses would promote the cause of education in MPS;

D. Pursuant to the expressed terms and conditions of the Sale Agreement, Declarant and Buyer—the latter for itself and for all of its successors and assigns in title to all or any portion of the Property—wish to ensure that the Property shall be used for purposes, and in a fashion, that are consistent with the mandate and authority of the Milwaukee Public Schools ("MPS") under (i) Chapters 115 to 121 of the Wisconsin Statutes and (ii) policies, procedures, and findings of the Milwaukee Board of School Directors in effect as of the Effective Date.

NOW, THEREFORE, the Declarant, for itself and for all Governed Persons, does hereby declare that the Declarant's Property shall be held, sold, conveyed, transferred, used, and improved only subject, in every instance, to the conditions, covenants, restrictions, and reservations set forth below in this

Deed Restriction;

all of which covenants, conditions, restrictions, and reservations shall (i) govern all Governed Persons, and (ii) run with and bind all and any portion of the Property.

1. Definitions. For purposes of this Restriction, the following terms shall have the stated meanings:

Recorded Electronically
ID: 09772647
County: MILWAUKEE
Date: 7-31-09 Time: 09:23
Simplifile.com 800.460.5657

Recording Area

Name and Return Address

Wisconsin Hispanic Scholarship
Foundation, Inc.
c/o William J. Chandek, Esq.
William J. Chandek & Associates, LLC
333 Bishops Way, Suite 150
Brookfield, Wisconsin 53005

Part of 509-9997-100-5

Parcel Identification Number (PIN)

a. "Competing Use" shall mean the following: (i) use by any school operating under Wis. Stat. § 119.23; (ii) use by any school operating under Wis. Stat. § 118.40(2r); and (iii) use by any other school if enrollment in such school would, in any School Year, have the incident or effect of diminishing Pupil Enrollment as compared to Pupil Enrollment in the immediately preceding School Year.

b. "Deed of Conveyance" shall mean the Special Warranty Deed, of even date herewith, by which the Declarant shall convey title to the Property to the Buyer.

c. "Governed Person" shall mean every Person who may at any time after the Effective Date purchase or otherwise accede or succeed to any right, title, or interest in or to, or otherwise enjoy any right to use or occupy, any portion (or all) of the Property.

d. "Person" shall mean an individual, corporation, partnership, association, or other legal entity.

e. "PILOT Agreement" shall mean a Payment in Lieu of Taxes Agreement in substantially the form of the specimen set forth on the Attachment B attached to and made a part of this Restriction.

f. "Proposed Improvements" shall mean such building improvements as shall be required to improve the Property for use as office/warehouse space for use by the Wisconsin Hispanic Scholarship Foundation, Inc. (a/k/a "Mexican Fiesta") in relocating its facility from 1220 W. Windlake Avenue in the City of Milwaukee to the Property.

g. "Pupil Enrollment" shall mean, with respect to any School Year, the annual average number of "pupils enrolled" (as defined in Wis. Stat. § 121.004(7)) in MPS, as determined for such School Year under Wis. Stat. § 121.05(1)(a).

h. "School Year" shall mean each period of July 1 to June 30 commencing on or after June 1, 2009.

2. Defeasance upon Introduction of a Competing Use (Fee Simple Subject to a Condition Subsequent).

a. Competing Uses Prohibited. The Property shall not be used at any time for any Competing Use. If MPS shall determine that the Property is being used for any Competing Use, Either MPS or Declarant may deliver to Buyer written notice of Buyer's breach of this prohibition (the "Notice of Default"), and Buyer shall have thirty (30) days after delivery to cure such default by fully and finally terminating the Competing Use.

b. Arbitration. If, in MPS's view, the Competing Use shall not be fully and finally terminated by the thirtieth (30th) day after MPS or Declarant shall deliver the Notice of Default (such thirty (30) days being known as the "Cure Period"), then each of Declarant and Buyer may, not more than three (3) days after the expiration of the Cure Period, appoint one (1) arbitrator apiece, after which the arbitrator(s) so selected shall immediately appoint another arbitrator (the "Deciding Arbitrator"). The appointment of arbitrators in accordance with the foregoing shall be binding on Declarant and Buyer.

Immediately upon identification of the Deciding Arbitrator, MPS and Buyer shall agree on a location for arbitration and a date for the same, which date shall not be more than thirty (30) days after the Notice of Default's delivery. The sole issue to be determined at the arbitration hearing shall be whether, after the expiration of the Cure Period, the Property shall then be used in any part for any Competing Use. Declarant and Buyer may submit relevant information to the arbitrators in connection with such dispute by such means and pursuant to such procedures as the Deciding Arbitrator shall determine. The Deciding Arbitrator alone shall make a final decision on the claim, which determination shall be conclusive, final and binding on both Declarant and Buyer, and may be enforced as a judgment at law or in equity in any court of competent jurisdiction.

If the Deciding Arbitrator shall determine that the Property is not, at any time after the expiration of the Cure Period, then used in any part for any Competing Use, then MPS and Declarant shall jointly be responsible for all costs and expenses incurred in connection with the arbitration under this Section 2(b), including all reasonable and out-of-pockets costs, fees, and expenses of MPS, Declarant, and Buyer. Otherwise, the Buyer shall be responsible for all such costs and expenses incurred in connection with the arbitration under this Section.

c. Right of Entry and Power of Termination. If the Deciding Arbitrator shall determine that the Property is being or has been, at any time after the expiration of the Cure Period, used for any Competing Use, then Declarant may, at its sole discretion, immediately terminate all intervening interests in the Property and cause title to be recovered by Declarant. Such right of entry shall be deemed exercised immediately upon (i) Declarant's securing approval from the City of Milwaukee's Common Council for such revesting, and (ii) Declarant's recording against the Property, in the Office of the Milwaukee County Register of Deeds (the "Register of Deeds"), a "Declaration of Termination" evidencing both such Common Council approval and Declarant's election to exercise its right of entry in the Property, and in so doing to reacquire all right, title, and interest in and to the same. If Declarant records such a "Declaration of Termination," then title to the Property in fee simple absolute shall immediately become forfeit to, shall revert to, and shall be revested in Declarant, all without need for Declarant to take any other act, and without any right of Buyer (or of any successor in interest to all or any portion of the Property) to reclaim the Property (or any interest in it) or to receive compensation for monies paid for, or improvements made to, the Property. Thereafter, title to the Property shall be vested in Declarant in fee simple absolute as absolutely, fully, and perfectly as if no deed of conveyance from Declarant had ever been made.

3. Restriction against tax exemption.

a. Property to Remain Taxable. The Property shall at all times be and remain fully taxable for purposes of all *ad valorem* real property taxes payable under Wisconsin law, and thus no Governed Person shall apply for, seek, or accept, any property tax exemption (whether under Wis. Stat. § 70.11 or otherwise) for the Property, or any portion of the Property.

b. Release. Notwithstanding the foregoing, the restriction arising under this Section 3 may be released by a resolution passed by the Common Council of the City of Milwaukee for the purpose of granting such release.

c. Occasional Waiver. Further, the restriction arising under this Section 3 shall be deemed waived during all such times as full and current payments shall be made upon the PILOT Agreement, which PILOT Agreement shall have been (i) duly authorized and executed by all Governed Persons and (ii) placed of record (whether directly or via a memorandum of the same prepared and approved by Declarant) with the Register of Deeds.

4. Covenants to Commence and Complete Proposed Improvements.

a. Approval, Commencement, Prosecution, and Completion. Within eighteen (18) months after the Effective Date, Buyer shall obtain (at its sole cost and expense) all reviews, approvals, and permits required by Declarant as a condition to Buyer's immediately commencing construction of the Proposed Improvements. Furthermore, within twenty-four (24) months after the Effective Date, there shall be commenced (and thereafter diligently and without interruption prosecuted) upon the Property the construction of the Proposed Improvements. Finally, not later than thirty-six (36) months after the Effective Date, the Proposed Improvements shall be complete and ready for occupancy.

b. Declarant's Option to Repurchase. If all necessary reviews, approvals, and permits required by Declarant shall not be timely obtained by Buyer as required under Section 4(a), or if the Proposed Improvements shall not be timely commenced as required under Section 4(a), or if the Proposed Improvements shall not (once commenced) be prosecuted diligently and without interruption as required under Section 4(a), or shall not (once commenced) be timely completed and ready for occupancy as required under Section 4(a), then—in any such instance—the Declarant shall have the sole and exclusive option, exercisable upon at least ten (10) days' written notice given to all Governed Person, to repurchase the Property for ninety-five percent (95%) of the Purchase Price, upon which all Governed Persons shall then join in reconveying the Property to Declarant by special warranty deed, free and clear of all liens, encumbrances, taxes,

assessments and rights of others, except only those excepted from the limited warranty of title provided in the Deed of Conveyance.

5. **Severability.** If any term or provision of this Restriction is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any other terms or provisions of this Restriction, and the same shall continue to be effective to the fullest extent permitted by law.

6. **Governing Law.** This Restriction concerns property located in the State of Wisconsin and shall be construed in accordance with the internal laws of the State of Wisconsin.

7. **Binding Effect.** The conditions, covenants, restrictions, and reservations contained herein shall be deemed at all time to touch and concern the land, and thus to run with title to the Property. This Restriction shall thus be binding on all Governed Persons. In addition, given the nature of Declarant's interest in the Property, this Restriction (i) shall be deemed to benefit both the City of Milwaukee a Wisconsin municipal corporation (for purposes of this Section, the "City"), as well as MPS, and hence (ii) shall be enforceable (whether at law or in equity) by the City and by MPS, whether acting alone or acting in concert.

8. **Entire Restriction.** This Restriction includes the entire understanding of the Declarant and the Buyer with respect to the subject matter hereof.

9. **Amendment.** This Restriction may not be amended, modified, terminated, or in any manner altered except by means of a written instrument, in recordable form, executed by the Declarant and by all Governed Persons.

IN WITNESS WHEREOF, the Declarant has executed this Restriction, by its duly authorized representatives, on the Effective Date.

Declarant
CITY OF MILWAUKEE,
acting upon request of the Board of School Directors of
Milwaukee Public Schools under Wis. Stat. § 119.60(2)

By: Tom Barrett
Tom Barrett, Mayor

Attest: Ronald D. Leonhardt
Ronald D. Leonhardt, City Clerk

By: Michael Bonds
Michael Bonds, President,
Board of School Directors

By: William G. Andrekopolous
William G. Andrekopolous, Superintendent

Comptroller Countersignature
(Milwaukee City Charter § 3-18-2)

By: John Egan
Print Name: John Egan
Special Deputy Comptroller

City Attorney's Office
(Milwaukee Code of Ordinances § 304-21)

Approved by: Gregory Hayden
Print Name: Gregory Hayden
Assistant City Attorney

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 21 day of July, 2009, Tom Barrett, Mayor of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

A. Peterson
ALEXIS PETERSON NOTARY PUBLIC, State of Wisconsin
My commission Expires: 4/17/2013

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 21 day of July, 2009, Michael Budo, President of the Board of School Directors, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

John C. Aguado
JOHN C. AGUADO NOTARY PUBLIC, State of Wisconsin
My commission Expires: Is permanent

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 21 day of July, 2009, William G. Andrekopolous, Superintendent of Milwaukee Public Schools, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

John C. Aguado
JOHN C. AGUADO NOTARY PUBLIC, State of Wisconsin
My commission Expires: is permanent

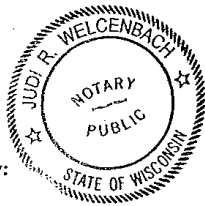
STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 17th day of July, 2009, Ronald D. Leonhardt, the City Clerk of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Terry J. MacDonald TERRY J. MACDONALD
NOTARY PUBLIC, State of Wisconsin
My commission Expires: 1/1/12

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this 17th day of July, 2009, John Egan, the Sec. del. City Comptroller, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.



Judi R. Welcenbach
NOTARY PUBLIC, State of Wisconsin
My commission Expires: 9-11-11

JUDI R.
WELCENBACH

This instrument drafted by:
Michael J. Ostermeyer
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Attachment B
Form of the PILOT Agreement

Document Number	PILOT AGREEMENT
Document Title	
PILOT AGREEMENT	
	Recording Area
	Name and Return Address
	Thomas O. Gartner Assistant City Attorney Office of the City Attorney 200 East Wells Street #800 Milwaukee, WI 53202
	Part of 509-9997-100-5
	Parcel Identification Number (PIN)

PILOT AGREEMENT

(2977 S. 20th Street – Wisconsin Hispanic Scholarship Foundation/Mexican Fiesta Project)

OWNER:

OWNER ADDRESS:

PROPERTY ADDRESS: (Part of) 2977 S. 20th Street
Milwaukee, Wisconsin

PROPERTY PARCEL IDENTIFICATION NO.: Part of 509-9997-100-5

This AGREEMENT for payments in lieu of taxes ("PILOT Payments") is made by and between [OWNER], a nonstock corporation, ("TAX-EXEMPT"), the City of Milwaukee, a Wisconsin municipal corporation ("CITY"), and the Milwaukee Public Schools, a public school district organized and existing under the Constitution and laws of the State of Wisconsin ("DISTRICT") as of the ___ day of _____, 20__.

WITNESSETH

WHEREAS, TAX-EXEMPT owns the real property which is legally described in Exhibit A attached hereto (the "PROPERTY"); and

WHEREAS, CITY has determined that, under the facts and circumstances currently disclosed or known to the CITY and the law currently existing, and under TAX-EXEMPT'S intended ownership, occupancy and usage, the PROPERTY may qualify for new real property tax exemptions under § _____, Wis. Stats., as of January 1, 20__; and

WHEREAS, TAX-EXEMPT recognizes that, notwithstanding property tax status of the PROPERTY, valuable government services and benefits will be provided to it and the PROPERTY, which services and benefits directly or indirectly relate to the public health, safety and welfare, and which include, but are not limited to fire and police protection, paved streets and sidewalks, street lights and snow removal; and

WHEREAS, TAX-EXEMPT agrees for itself and its successors and assigns to make PILOT Payments to CITY (and, through the City, to DISTRICT) in recognition of such services and benefits.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. INCORPORATION OF WHEREAS CLAUSES.

2.

The parties hereby acknowledge that the above clauses are part of this AGREEMENT.

3. CITY SERVICES.

4.

A. Services Typically Covered by Property Tax.

It is the parties' intent that CITY and DISTRICT will provide public services to TAX-EXEMPT and the PROPERTY subject to the same terms and conditions as apply to properties owned by citizens or the public generally. Such services and benefits include, but are not limited by specific enumeration herein, public education, those typically covered by the property tax such as fire and police protection, and on public streets, snow removal, street and sidewalk maintenance, and street lighting. Neither CITY nor DISTRICT shall have breached its obligations hereunder if it is prevented from providing benefits and/or services to TAX-EXEMPT or the PROPERTY because of typical *force majeure* reasons (e.g., war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), because of budgetary constraints, or because any person or entity shall assert a right which prevents delivery of such benefits and/or services.

B. Special Assessments, Special Charges and Fees.

Notwithstanding paragraph 2.A., or property tax status of the PROPERTY, TAX-EXEMPT understands that it may be subject to special charges, and special taxes as defined in §74.01, Wis. Stats. (and as also referred to in Ch. 66, Wis. Stats.) and fees charged by CITY in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to commercial buildings within CITY. This provision shall not affect CITY's powers, consistent with the law, to determine the services and benefits (other than those typically covered by the property tax) that shall be provided to the PROJECT and

the PROPERTY and/or similarly situated property pursuant to this paragraph 2B. Nothing contained herein shall preclude TAX-EXEMPT from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes, or fees by CITY.

3. PILOT PAYMENTS.

A. Calculations.

In recognition of those services and benefits covered by paragraph 2.A. of this AGREEMENT, beginning in the year the PROPERTY or any portion thereof becomes exempt, and so long as the PROPERTY or any portion thereof continues to be exempt, in whole or in part, under § 70.11, Wis. Stats., TAX-EXEMPT or its successors and assigns shall pay CITY an annual PILOT Payment for the PROPERTY or the portion thereof which is exempt for each calendar year. The method to be used in determining the PILOT shall be the Value¹ of the PROPERTY for that tax year determined by CITY Assessor's office times the Total Property Tax Rate² for the tax year, divided by 1,000.

B. Payment Due Date.

PILOT Payments for the tax year [INSERT YEAR AFTER EXECUTION] and subsequent years shall be due and payable (i) in full on or before January 31 of the year following the tax year for which the PILOT Payment was calculated, or (ii) if TAX-EXEMPT elects to pay in installments, according to the following schedule: One-tenth of the PILOT Payment by the last day of each month for the first 10 months in the year following the tax year for which the PILOT Payment was calculated. TAX-EXEMPT shall be deemed to have elected to pay the PILOT Payment in installments by making the first full installment payment on or before January 31 in the respective year in which the PILOT Payment is due.

C. Use of PILOT Payment.

CITY may use and expend PILOT Payments hereunder in such manner and for such purposes as CITY determines; provided, however, that a portion of each PILOT Payment not less than DISTRICT's share of the corresponding tax year levy shall, promptly after CITY shall have received the same, be remitted to DISTRICT.

D. Mandatory Payment for Services to Offset PILOT Payment.

Notwithstanding anything herein to the contrary, if the State of Wisconsin enacts a mandatory payment for municipal services to be paid by owners of property exempt from general property tax or similarly situated owners of exempt property, PILOT Payments shall be reduced by any such mandatory payment paid by TAX-EXEMPT or its successors or assigns to CITY.

4. EXEMPT STATUS.

CITY has determined that, if TAX-EXEMPT uses the PROPERTY for the purposes described in its preliminary application for exemption, the PROPERTY may qualify for real and personal property tax exemption under Wisconsin law. TAX-EXEMPT understands and acknowledges that: (i) the earliest date that the PROPERTY can qualify for a new tax exemption is January 1, [INSERT NEXT YEAR AFTER EXECUTION]; (ii) under the preamble to § 70.11, Wis. Stats., TAX-EXEMPT must, as a condition to securing an exemption, timely file an exemption application with CITY's Assessor; and (iii) CITY reserves all rights under Wisconsin law to grant or deny TAX-EXEMPT's application for exemption. In the event that CITY grants TAX-EXEMPT's application for exemption, CITY Assessor's Office may review and reconsider the PROPERTY's

¹ "Value" herein means CITY Assessor's determination of the fair market value of the PROPERTY on January 1 of each tax year.

² "Total Property Tax Rate" means the rate for all taxes calculated to include all taxing bodies reflected on City of Milwaukee tax bills from time to time

exempt status under §70.11, Wis. Stats., from time to time with the respective January 1 dates being the reference dates for those exemption reviews.

If for any reason, CITY determines that all or any portion of the PROPERTY does not qualify for exemption from property tax: (i) CITY shall provide written notice of such determination to TAX-EXEMPT no later than May 31 of that year; (ii) no PILOT Payment shall be due under this AGREEMENT with respect to any year for which exemption, in full or in part, does not apply; (iii) if a PILOT Payment has been paid for such tax years, CITY shall promptly refund such PILOT Payments or, at the option of CITY, offset such PILOT Payments against any property taxes due on the PROPERTY, in which case CITY will treat such offset as having been made under protest, and (iv) the PROPERTY, or any portion thereof which does not qualify for exemption, shall be placed on the property tax rolls for that and any subsequent years for an exemption has been determined not to apply. If TAX-EXEMPT disagrees with CITY's determination that the PROPERTY or any part thereof no longer qualifies for tax exemption, TAX-EXEMPT may challenge such determination by following any procedure provided by Wisconsin law.

5. TERM.

A. Termination of AGREEMENT.

This AGREEMENT shall terminate on the soonest of any of the following described dates:

- (i) The day before the respective January 1 of the year for which the CITY determines that the PROPERTY no longer qualifies for property tax exemption.
- (ii) The effective date of an enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property for the type of municipal services covered by this AGREEMENT.
- (iii) The effective date of a repeal by the State of Wisconsin of the property tax exemption for the PROPERTY and other similarly situated property.
- (iv) Upon a determination by the CITY that continuation of the AGREEMENT is not in the best interest of the CITY and after 30 days written notice to TAX-EXEMPT.

B. Payments Due and Payable at Termination Survive Termination.

Notwithstanding any termination of this AGREEMENT, TAX-EXEMPT shall continue to be liable to the CITY for all PILOT Payments due and payable under this AGREEMENT until the effective date of termination hereof.³

6. DOCUMENTS, INSPECTION, COOPERATION.

TAX-EXEMPT agrees to cooperate with CITY (including, but not limited to, the City Assessor's Office, the City Attorney's Office, and the City Comptroller's Office) with respect to this AGREEMENT by allowing inspections of the PROPERTY upon reasonable written request of CITY and such documents that CITY and TAX-EXEMPT may reasonably agree are relevant to exemption and valuation determinations.

³ For example, if for [INSERT YEAR AFTER EXECUTION], the CITY agrees that TAX-EXEMPT is exempt from property tax, then TAX-EXEMPT would owe the CITY a PILOT Payment for the tax year [INSERT YEAR AFTER EXECUTION], payable in calendar year [INSERT SECOND YEAR AFTER EXECUTION]. TAX-EXEMPT would remain liable to pay said PILOT Payment for tax year [INSERT YEAR AFTER EXECUTION] DURING [INSERT SECOND YEAR AFTER EXECUTION] even though the AGREEMENT terminates pursuant to paragraph 5. A. of this AGREEMENT for tax year [INSERT SECOND YEAR AFTER EXECUTION].

Notwithstanding the foregoing, CITY reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspection, and information.

7. AMENDMENT.

This AGREEMENT may be modified and amended from time to time as CITY, DISTRICT, and TAX-EXEMPT shall mutually agree in writing, executed by all parties.

8. SEVERABILITY; GOVERNING LAW.

If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of this AGREEMENT and/or the application of the AGREEMENT to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City of Milwaukee shall be the governing law with respect to this AGREEMENT.

9. BINDING EFFECT/NOTICE.

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Successors and assigns referred to in this AGREEMENT include any owner of the PROPERTY or improvements thereon. TAX-EXEMPT and its successors and assigns shall include a reference to this AGREEMENT in each future conveyance of all or any portion of the PROPERTY in order to give express notice of this AGREEMENT.

10. AUTHORITY.

TAX-EXEMPT represents and warrants to CITY that its representative executing this AGREEMENT have been duly authorized to so execute and to cause TAX-EXEMPT to enter this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by duly authorized representatives as of the date and year first written above.

[SIGNATURES BEGIN ON NEXT PAGE]

Declarant
CITY OF MILWAUKEE,
acting upon request of the Board of School
Directors of Milwaukee Public Schools under
Wis. Stat. § 119.60(2)

By: _____
Print Name: _____
Mayor

Attest: _____
Print Name: _____
City Clerk

District
Milwaukee Public Schools

By: _____
Print Name: _____
President
Board of School Directors

Attest: _____
Print Name: _____
Superintendent

Comptroller Countersignature
(Milwaukee City Charter § 3-18-2)

By: _____
Print Name: _____
Comptroller's Office

City Attorney's Office
(Milwaukee Code of Ordinances § 304-21)

Approved as to form, execution, and content
By: _____
Print Name: _____
Assistant City Attorney

Tax-exempt

By: _____
Print Name: _____
Its: _____

Attest: _____
Print Name: _____
Its: _____

[AUTHENTICATIONS AND NOTARY BLOCK ON NEXT PAGE]

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20____, _____, Mayor, and _____, City Clerk, and _____, Comptroller of the City of Milwaukee, to me known to be the persons who executed the foregoing instrument on behalf of the same.

Print Name: _____
Notary Public, State of Wisconsin
My commission [is permanent][expires _____]

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20____, _____, President of the Board of School Directors, and _____, Superintendent of Milwaukee Public Schools, to me known to be the persons who executed the foregoing instrument on behalf of the same.

Print Name: _____
Notary Public, State of Wisconsin
My commission [is permanent][expires _____]

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20____, _____ and _____, the _____ and _____ of _____, respectively, to me known to be the persons who executed the foregoing instrument on behalf of the same.

Print Name: _____
Notary Public, State of Wisconsin
My commission [is permanent][expires _____]

Prepared by:
Thomas O. Gartner, Assistant City Attorney
Milwaukee, Wisconsin

1034-2007-2848:147751

EXHIBIT A

Parcel Identification Numbers: Part of 509-9997-100-5

Legal Description:

Parcel 2 of Certified Survey Map No. 8158, recorded on June 15, 2009, as Document No. 9751861, a Division of lands in the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

EXHIBIT “C”

(EXHIBIT “C” consists of the PILOT Agreement)

Document Number	Document Title
PILOT Agreement	PILOT Agreement
<p>Recording Area</p> <hr/> <p>Name and Return Address</p> <p>Thomas O. Gartner Assistant City Attorney 200 East Wells Street #800 Milwaukee, WI 53202</p>	

509-0022-000

Parcel Identification Number (PIN)

PILOT AGREEMENT

(2997 South 20th Street – Wisconsin Hispanic Scholarship Foundation Project)

OWNER: Wisconsin Hispanic Scholarship Foundation, Inc.

PROPERTY ADDRESS: 2997 South 20th Street
Milwaukee, Wisconsin

PROPERTY PARCEL IDENTIFICATION NO.: 509-0022-000

This AGREEMENT for payments in lieu of taxes (“PILOT Payments”) is made by and among the Wisconsin Hispanic Scholarship Foundation, Inc., a Wisconsin nonstock corporation, (“TAX-EXEMPT”), the City of Milwaukee, a Wisconsin municipal corporation (“CITY”), and the Milwaukee Board of School Directors (“MPS”) as of the 1st day of January, 2013.

WITNESSETH

WHEREAS, TAX-EXEMPT owns the real property which is legally described in Exhibit A attached hereto (the “PROPERTY”); and

WHEREAS, TAX-EXEMPT acquired the PROPERTY from CITY and MPS subject to a Deed Restriction, recorded with the Milwaukee County Register of Deeds on July 31, 2009 as Document No. 09772647, which required TAX-EXEMPT to commence and complete the construction of the Proposed Improvements, as described therein, and to use the PROPERTY in a manner consistent with the mandate and authority of MPS and not for Competing Uses, also as described therein; and

WHEREAS, TAX-EXEMPT has completed the Proposed Improvements and currently occupies and uses the Property for the educational, economic development, administrative, human and social development, cultural and tourism programs and services (“PROPERTY Uses”) described on EXHIBIT “B”; and

WHEREAS, the parties acknowledge that the PROPERTY Uses undertaken by TAX-EXEMPT on the PROPERTY benefit the Milwaukee Community, are consistent with the mandate and authority of MPS and do not constitute “Competing Uses” as described in the Deed Restriction; and

WHEREAS, CITY has determined that, under TAX-EXEMPT'S current ownership, occupancy and usage, the PROPERTY may qualify for real property tax exemptions under Chapter 70, Wis. Stats.; and

WHEREAS, TAX-EXEMPT recognizes that, notwithstanding the property tax status of the PROPERTY, valuable government services and benefits will be provided to it and the PROPERTY, which services and benefits directly or indirectly relate to the public health, safety and welfare, and which include, but are not limited to fire and police protection, paved streets and sidewalks, street lights and snow removal; and

WHEREAS, TAX-EXEMPT agrees for itself and its successors and assigns to make PILOT Payments to CITY (and, through the City, to MPS) in recognition of such services and benefits.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. INCORPORATION OF WHEREAS CLAUSES.

The parties hereby acknowledge that the above clauses are part of this AGREEMENT.

2. CITY SERVICES.

A. Services Typically Covered by Property Tax.

It is the parties' intent that CITY and MPS will provide public services to TAX-EXEMPT and the PROPERTY subject to the same terms and conditions as apply to properties owned by citizens or the public generally. Such services and benefits include, but are not limited by specific enumeration herein, public education, those typically covered by the property tax such as fire and police protection, and on public streets, snow removal, street and sidewalk

maintenance, and street lighting. Neither CITY nor MPS shall have breached its obligations hereunder if it is prevented from providing benefits and/or services to TAX-EXEMPT or the PROPERTY because of typical *force majeure* reasons (e.g., war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), because of budgetary constraints, or because any person or entity shall assert a right which prevents delivery of such benefits and/or services.

B. Special Assessments, Special Charges and Fees.

Notwithstanding paragraph 2.A., or property tax status of the PROPERTY, TAX-EXEMPT understands that it may be subject to special charges, and special taxes as defined in §74.01, Wis. Stats. (and as also referred to in Ch. 66, Wis. Stats.) and fees charged by CITY in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to commercial buildings within CITY. This provision shall not affect CITY's powers, consistent with the law, to determine the services and benefits (other than those typically covered by the property tax) that shall be provided to the PROJECT and the PROPERTY and/or similarly situated property pursuant to this paragraph 2B. Nothing contained herein shall preclude TAX-EXEMPT from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes, or fees by CITY.

3. PILOT PAYMENTS.

A. Calculations.

In recognition of those services and benefits covered by paragraph 2.A. of this AGREEMENT, beginning in the year the PROPERTY or any portion thereof becomes exempt, and so long as the PROPERTY or any portion thereof continues to be exempt, in whole or in part, under § 70.11, Wis. Stats., DEVELOPER or its successors and assigns shall pay CITY an annual PILOT Payment for the PROPERTY or the portion thereof which is exempt for each

calendar year. The method to be used in determining the PILOT shall be the Value¹ of the PROPERTY for that tax year, determined as set forth in footnote 1 below, times the Total Property Tax Rate² for the tax year.

B. Payment Due Date.

PILOT Payments for the tax year 2013 and subsequent years shall be due and payable (i) in full on or before January 31 of the year following the tax year for which the PILOT Payment was calculated, or (ii) if TAX-EXEMPT elects to pay in installments, according to the following schedule: One-tenth of the PILOT Payment by the last day of each month for the first 10 months in the year following the tax year for which the PILOT Payment was calculated. TAX-EXEMPT shall be deemed to have elected to pay the PILOT Payment in installments by making the first full installment payment on or before January 31 in the respective year in which the PILOT Payment is due.

C. Use of PILOT Payment.

CITY may use and expend PILOT Payments hereunder in such manner and for such purposes as CITY determines; provided, however, that a portion of each PILOT Payment not less than MPS's share of the corresponding tax year levy shall promptly after CITY shall have received the same, be remitted to MPS.

D. Mandatory Payment for Services to Offset PILOT Payment.

¹ "Value" herein means initially \$135,000.00, adjusted annually on January 1st by the CPI Increase. (The Value has been calculated to approximate the value and overall real estate tax paid on TAX-EXEMPT's prior facility at 1220 West Windlake Avenue prior to its incorporation into a housing project undertaken by Mercy Housing Lakefront.) FOR purposes of this Agreement "CPI" means the Consumer Price Index for All Urban Consumers (U.S. City Average All Items [1982-84 equals 100] published by the Bureau of Labor Statistics of the United States Department of Labor; and "CPI Increase" means the percentage equivalent of the increase in the CPI in effect on January 1st of a given year over the CPI in effect on January 1st for the immediately preceding year.

² "Total Property Tax Rate" means the net rate for all taxes calculated to include all taxing bodies reflected on City of Milwaukee tax bills from time to time (in 2012, the applicable Total Property Tax rate was \$29.95 per \$1,000 of assessed value).

Notwithstanding anything herein to the contrary, if the State of Wisconsin enacts a mandatory payment for municipal services to be paid by owners of property exempt from general property tax or similarly situated owners of exempt property, PILOT Payments shall be reduced by any such mandatory payment paid by TAX-EXEMPT or its successors or assigns to CITY.

4. EXEMPT STATUS.

CITY has determined that, if TAX-EXEMPT uses the PROPERTY for the purposes described in its preliminary application for exemption, the PROPERTY may qualify for real and personal property tax exemption under Wisconsin law. TAX-EXEMPT understands and acknowledges that: (i) the earliest date that the PROPERTY can qualify for a new tax exemption is January 1, 2013; (ii) under the preamble to § 70.11, Wis. Stats., TAX-EXEMPT must, as a condition to securing an exemption, timely file an exemption application with CITY's Assessor; and (iii) CITY reserves all rights under Wisconsin law to grant or deny TAX-EXEMPT's application for exemption. In the event that CITY grants TAX-EXEMPT's application for exemption, CITY Assessor's Office may review and reconsider the PROPERTY's exempt status under §70.11, Wis. Stats., from time to time with the respective January 1 dates being the reference dates for those exemption reviews.

If for any reason, CITY determines that all or any portion of the PROPERTY does not qualify for exemption from property tax: (i) CITY shall provide written notice of such determination to TAX-EXEMPT no later than May 31 of that year; (ii) no PILOT Payment shall be due under this AGREEMENT with respect to any year for which exemption, in full does not apply; (iii) if a PILOT Payment has been paid for such tax years, CITY shall promptly refund such PILOT Payments or, at the option of CITY, offset such PILOT Payments against any property taxes due on the PROPERTY, in which case CITY will treat such offset as having been

made under protest, and (iv) the PROPERTY, or any portion thereof which does not qualify for exemption, shall be placed on the property tax rolls for that and any subsequent years for an exemption has been determined not to apply. If TAX-EXEMPT disagrees with CITY's determination that the PROPERTY or any part thereof no longer qualifies for tax exemption, TAX-EXEMPT may challenge such determination by following any procedure provided by Wisconsin law.

5. TERM.

A. Termination of AGREEMENT.

This AGREEMENT shall terminate on the soonest of any of the following described dates:

(i) The day before the respective January 1 of the year for which the CITY determines that the PROPERTY no longer qualifies for property tax exemption.

(ii) The effective date of an enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property for the type of municipal services covered by this AGREEMENT.

(iii) The effective date of a repeal by the State of Wisconsin of the property tax exemption for the PROPERTY and other similarly situated property.

B. Payments Due and Payable at Termination Survive Termination.

Notwithstanding any termination of this AGREEMENT, TAX-EXEMPT shall continue to be liable to the CITY for all PILOT Payments due and payable under this AGREEMENT until the effective date of termination hereof.

6. DOCUMENTS, INSPECTION, COOPERATION.

TAX-EXEMPT agrees to cooperate with CITY (including, but not limited to, the City Assessor's Office, the City Attorney's Office, and the City Comptroller's Office) with respect to this AGREEMENT by allowing inspections of the PROPERTY upon reasonable written request of CITY and such documents that CITY and TAX-EXEMPT may reasonably agree are relevant to exemption and valuation determinations. Notwithstanding the foregoing, CITY reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspection, and information.

7. AMENDMENT.

This AGREEMENT may be modified and amended from time to time as CITY, MPS, and TAX-EXEMPT shall mutually agree in writing, executed by all parties.

8. SEVERABILITY; GOVERNING LAW.

If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of this AGREEMENT and/or the application of the AGREEMENT to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of CITY shall be the governing law with respect to this AGREEMENT.

9. BINDING EFFECT/NOTICE.

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Successors and assigns referred to in this AGREEMENT include any owner of the PROPERTY or improvements thereon. TAX-EXEMPT and its successors and assigns shall include a reference to this AGREEMENT in each future conveyance of all or any portion of the PROPERTY in order to give express notice of this AGREEMENT.

10. AUTHORITY.

TAX-EXEMPT represents and warrants to CITY that its representative executing this AGREEMENT have been duly authorized to so execute and to cause TAX-EXEMPT to enter this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by duly authorized representatives as of the date and year first written above.

[SIGNATURES BEGIN ON NEXT PAGE]

CITY OF MILWAUKEE,
acting upon request of the Board of School
Directors of Milwaukee Public Schools under
Wis. Stat. § 119.60(2)

Countersigned:

By: _____
MARTIN MATSON, Comptroller

By: _____
TOM BARRETT, Mayor

Attest: _____
JAMES R. OWCZARSKI, City Clerk

**MILWAUKEE BOARD OF
SCHOOL DIRECTORS**

**WISCONSIN HISPANIC SCHOLARSHIP
FOUNDATION, INC.**

By: _____
MICHAEL BONDS, President
Board of School Directors

By: _____
Print Name: _____
Its: _____

Attest: _____
GREGORY THORNTON, Ph.D.
Superintendent

Attest: _____
Print Name: _____
Its: _____

Approved as to form, execution, and content

By: _____
THOMAS O. GARTNER
Assistant City Attorney

[AUTHENTICATIONS AND NOTARY BLOCK ON NEXT PAGE]

Signatures of Tom Barrett, Mayor, James R. Owczarski, City Clerk, and Martin Matson, Comptroller of the City of Milwaukee, authenticated this ___ day of _____, 2013.

THOMAS O. GARTNER
Assistant City Attorney
State Bar No. 1003072

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, Gregory Thornton, Ph.D., Superintendent of Milwaukee Public Schools, to me known to be the persons who executed the foregoing instrument on behalf of the same.

Print Name: _____
Notary Public, State of Wisconsin
My commission [is permanent][expires _____]

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, Michael Bonds, President of the Board of School Directors, to me known to be the persons who executed the foregoing instrument on behalf of the same.

Print Name: _____
Notary Public, State of Wisconsin
My commission [is permanent][expires _____]

STATE OF WISCONSIN)
) ss:
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, _____ and _____, the _____ and _____ of _____,

respectively, to me known to be the persons who executed the foregoing instrument on behalf of the same.

Print Name: _____
Notary Public, State of Wisconsin
My commission [is permanent][expires _____]

Prepared by:

Thomas O. Gartner
Assistant City Attorney
State Bar No. 1003072
Milwaukee, Wisconsin

1033-2011-3053:189966

EXHIBIT A

Parcel Identification Numbers: 509-9997-100-5

Legal Description:

Parcel 2 of Certified Survey Map No. 8158, recorded on June 15, 2009, as Document No. 9751861, a Division of lands in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin

EXHIBIT B

Wisconsin Hispanic Scholarship Foundation, Inc. – Mexican Fiesta

Educational Programs:

- Higher education for adults online
- Scholarships
- Public library with literature in Spanish
- GED for youth and adults who want to complete basic education in Spanish
- Teacher exchange program at the elementary and university level
- Technical Career / workshops for youth and adults in Spanish
- Educational Health programs

Other programs developed with support from the Mexican government and WHSF-Mexican Fiesta, which directly benefits the Mexican-American community in S.E. Wisconsin.

Economic Development Programs:

- Economic opportunities for business owners to explore trade opportunities between Wisconsin-Jalisco.
- Marketing, promotion and growth of small and medium commercial traders.
- Development and support of cooperatives
- Training for entrepreneurs in the export of products
- Government programs to support foreign trade through Mexican entrepreneurs interested in exploring foreign markets (Midwest)
- Commercial and cultural Exhibitions at Fiesta Mexicana building
- Commercial exhibitions during the Mexican Fiesta event.
- Trade links between Mexican entrepreneurs and local small businesses.

Administrative services:

- Birth certificates
- Marriage Certificates

Human and Social Development Programs:

- Repatriation assistance services
- Government Programs (3x1, Paisano, etc.)
- Etc.

Cultural Programs:

- Exhibitions craft / pottery
- Craft workshops
- Workshops: Mexican Folklore and Music
- Theatre
- Art Exhibition
- Mexican Cinema

- Exhibition of Mexican Products
- Student Exchange - Mexican Folklore
- Mexican cuisine demonstrations and expositions
- Promotion of Mexican Arts throughout the year

Tourism:

- Mexico Tourism promotion
- Support to the Mexican Hotel Industry in promoting tourism packages during Fiesta Mexicana festival.
- Interviews / Documentaries Mexican tourist spots