

**Exhibit B**

**V. 2, 1/25/10**

**FUNDING COOPERATION AGREEMENT**

**(Cathedral Place Project)**

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**THIS FUNDING COOPERATION AGREEMENT** (hereinafter referred to as “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the City of Milwaukee, Wisconsin, a Wisconsin municipal corporation, (the “City”), and the Redevelopment Authority of the City of Milwaukee, a public body corporate and politic organized and existing under the laws of the State of Wisconsin (“RACM”).

**WITNESSETH THAT:**

**WHEREAS**, RACM, with the cooperation of the City, has agreed to undertake and to provide assistance to the Cathedral Square Project located at the corner of East Wells Street and North Jackson Street (the “Project”) and City, RACM, Cathedral Place, LLC and Van Buren Management, Inc. have entered into a Cooperation, Contribution, and Development Agreement Agreement for Tax Increment District No. 49 (“Cathedral Place Project”) dated as of May 1, 2002 (the “Development and Cooperation Agreement”) in substantially the form attached as Exhibit “A”; and

**WHEREAS**, The Development and Cooperation Agreement was authorized pursuant to Common Council Resolution File Number 0111469, adopted March 5, 2002; and

**WHEREAS**, RACM has issued its Cathedral Place Parking Facility Revenue Bonds Series 2002 (the “Bonds”) in order to fund portions of the Project owned by RACM and City has provided its Moral Obligation in support of the Bonds pursuant to the Development and Cooperation Agreement; and

**WHEREAS**, RACM and JP Morgan Chase Bank, N.A., (the “Letter of Credit Bank”) have entered into a First Amendment to Letter of Credit and Reimbursement Agreement dated as

of August 27, 2007 which sets forth RACM's repayment obligations in conjunction with draws, if any, on the Letter of Credit issued by the Letter of Credit Bank in support of the Bonds; and

**WHEREAS**, City and RACM desire to enter into this Agreement in order to acknowledge City's commitment to provide funding to RACM in the event of any draws under the Reimbursement Agreement by entering into this Agreement; and

**WHEREAS**, Rather than immediately funding a grant to RACM for the purpose of paying any amounts which may become due under the Reimbursement Agreement, the City and RACM desire to enter into this Agreement in order to establish a procedure pursuant to which such funding may be available in the event that it becomes necessary; and

**WHEREAS**, RACM authorized execution of this Agreement on \_\_\_\_\_, 2010, and the City authorized execution of this Agreement by Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_, 2010.

**NOW, THEREFORE**, The parties hereby mutually agree as follows:

1. RACM agrees to implement and to carry out its obligations and to make payments, if any, under the Reimbursement Agreement and to apply any and all payments from the City received under this Agreement to make such Payments under the Reimbursement Agreement. The City agrees to provide RACM an amount necessary to carry out RACM's repayment obligations under the Reimbursement Agreement, including the funding of a grant to RACM, said funds being provided in aid of the Project. In order to provide for the ongoing availability of funding to fulfill the payment obligations under the Reimbursement Agreement, the City shall, each year during the term of the Reimbursement Agreement, ensure through its annual budget the continued availability of funds to fund a grant to RACM in order to allow RACM to meet its payment obligations under the Reimbursement Agreement. In the event that

the City fails to provide for the availability of funds in the subsequent year's budget by December 1<sup>st</sup> of any calendar year while the Reimbursement Agreement remains in effect, then the City shall immediately pay to RACM an amount equal to the amount of the unpaid and outstanding principal amount of the Bonds. The City's Comptroller shall annually certify the availability of funds in the subsequent year's budget by December 1<sup>st</sup>.

2. In the event that RACM receives a notice requesting payment pursuant to the Reimbursement Agreement during its term, it shall provide written notice to the City Comptroller and the City Comptroller shall immediately provide for the issuance of the notes necessary to fund a grant to RACM in an amount equal to the amount due pursuant to the Reimbursement Agreement. It is the intent of the parties that such actions be undertaken and the grant to RACM funded within the \_\_\_\_\_ (\_\_\_\_\_) day period established for payment under the terms of the Reimbursement Agreement. Such funds are to be made available to RACM upon requisition by the Assistant Executive Director according to a procedure mutually agreed upon between the City Comptroller and the Assistant Executive Director. The requisition funds, to the extent received by RACM, shall be placed in a separate bank account by RACM and shall not be commingled with other funds of RACM.

3. Administration of the Grant. The City Comptroller shall review and approve the accounting and financial reporting systems necessary to administer the grant.

4. Use of Fund. Funds granted by the City to RACM shall be utilized solely for the purpose of making payments due under the Reimbursement Agreement.

5. Verification by Comptroller. The City Comptroller, from time to time as in the Comptroller's judgment is appropriate, shall review the receipts and expenditures of RACM in connection with the Project and the Comptroller shall make an accounting to the City. The

Comptroller may conduct an audit and report to the Common Council with respect to the result of such audit.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth on page one of this Agreement.

**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Tom Barrett, Mayor

By: \_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

**COUNTERSIGNED:**

By: \_\_\_\_\_  
W. Martin Morics, Comptroller

**REDEVELOPMENT AUTHORITY  
OF THE CITY OF MILWAUKEE**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

By: \_\_\_\_\_  
David P. Misky, Executive Director/Secretary

Approved as to form, execution and content  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Assistant City Attorney

This instrument was drafted by the

Office of the City Attorney

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