

SETTLEMENT AGREEMENT

This Agreement is between Wal-Mart Stores Inc. (“Wal-Mart”), a Delaware statutory trust organized and existing under the laws of the State of Delaware and registered and authorized to conduct business in the State of Wisconsin, and the City of Manitowoc, Wisconsin (“City”), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

The “Property” means the land and improvements located at 4115 Calumet Avenue, Tax Parcel No. # 836203020, within the City.

“Cases” mean the actions pending in the circuit court for Manitowoc County, Wisconsin titled *Doyle Rogers, Jr., c/o Wal-Mart Real Estate Business Trust vs. City of Manitowoc*, Case No. 23-CV-446.

“Court” means the Circuit Court of Manitowoc County.

A “tax year” means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year

2. Walmart Right to Prosecute Case for Walmart Real Estate Business Trust. Walmart represents that it is the tenant of the Property and warrants that for the 2023 through 2024 tax years it is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property. Walmart represents and warrants that it has the right to prosecute and resolve the Cases in the name of the owner of the Property Doyle Rogers, Jr., c/o Wal-Mart Real Estate Business Trust, including the right to dismiss the Cases as provided in paragraph 6.

3. Refund of Taxes 2023. As full and final settlement of Walmart’s claims related to the 2023 tax year, the City shall issue and Walmart accepts a refund to Wal-Mart Stores Inc. and mail it to MALLERY s.c., pursuant to Wis. Stat. § 74.37, in the amount of \$21,464.51 for 2023 as a refund of property taxes previously paid by or billed to Walmart based on the property tax assessments of the Property for the tax year 2023. The parties agree that no portion of this amount constitutes interest.

4. Refund of Taxes 2024. As full and final settlement of Walmart’s claims related to the 2024 tax year, the City shall issue and Walmart accepts a refund to Wal-Mart Stores Inc. and mail it to MALLERY s.c., pursuant to Wis. Stat. § 74.37, in the amount of \$23,128.07 for 2024 as a refund of property taxes previously paid by or billed to Walmart based on the property tax assessments of the Property for the tax year 2024. The parties agree that no portion of this amount constitutes interest.

5. Waiver of Costs. Each party waives all claims for costs.

6. Stipulations for Dismissal. Within 15 days of the execution of this Agreement, the parties shall enter into a stipulation, signed by their respective attorneys, for the dismissal of the Cases (including, but not limited to, all claims asserted in the Complaint in the Cases) on the merits, with prejudice, and without costs to either party and file the stipulation with the Court.

7. Time of Payment for Refunds 2023 through 2024. The City shall pay the refund of taxes for the 2023 through 2024 tax year, as provided in Sections 3 through 4 of this Agreement, within 30 days of the dismissal of the pending case in circuit court.

8. 2025 Tax Year. Walmart agrees that if the 2025 tax year assessment of the Property reflects an assessed value that does not exceed \$12,000,000, then Walmart will not object to the 2025 tax year assessment at Board of Review or file a claim for refund for any taxes paid with respect to the 2025 tax year assessment of the Property. If the 2025 tax year assessment of the Property is above \$12,000,000, Walmart may file an objection with the Board of Review, and if the Board of Review sets the value of the Property at no more than \$12,000,000 Walmart will not further contest the 2025 assessment nor file a claim for refund of any taxes paid with respect to that assessment. If the Board of Review's assessment is over \$12,000,000, the City will agree to settle any claim or lawsuit filed over the 2025 lawsuit in a manner to reflect a valuation of \$12,000,000.

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

10. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

11. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

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

13. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Cases and serving the same on the other party.

14. Representation by Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and

that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

15. No Assignment or Transfer. Walmart represents and warrants that it has not assigned or transferred to anyone any of the claims in the Cases.

16. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Cases.

17. Use of this Agreement. This Agreement shall not be filed with the Court in the Cases or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any party in the Cases or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

18. No Admissions of Liability Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Walmart for any of the claims asserted in the Cases or Walmart's objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2023, and January 1, 2024, or any other date nor any other admission concerning the assessment of Walmart's property. In addition, none of the agreed upon values or assessments as of January 1, 2023, and January 1, 2024, shall be admissible in any proceeding or assessment challenge in any subsequent year.

19. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

20. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

21. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this

Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

22. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

DATED: _____

MALLERY, S.C.
Attorneys for Plaintiff, Wal-Mart Stores Inc.

By: _____

Christopher L. Strohbehn
State Bar No. 1041495
Russell J. Karnes
State Bar No. 1054982
Samantha Bailey
State Bar No. 1118995

DATED: _____

WAL-MART STORES INC.

By: _____

Authorized Representative
Title: _____

DATED: _____

Stafford Rosenbaum LLP
Attorney for Defendant, City of Manitowoc

By: _____

Brian C. Sajdak
State Bar No. 1027287

DATED: _____

CITY OF MANITOWOC

By: _____

Authorized Representative
Title: _____