VERSION 12.16.25

INTERGOVERNMENTAL COOPERATION AGREEMENT
COMMUNITY PROGRAMS AND SERVICES

This Intergovernmental Cooperation Agreement ("Agreement**"**) is entered into as of the Effective Date by and between the School District of South Milwaukee, a school district organized under Wis. Stat. Chap. 120 located in South Milwaukee, Wisconsin ("South Milwaukee") and the School District of Cudahy, a school district organized under Wis. Stat. Chap. 120 located in Cudahy, Wisconsin ("Cudahy") for purposes of cooperating in the ownership and development of a facility for the provision of community programs and services. South Milwaukee and Cudahy are each sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the authority granted the Parties under Wis. Stat. § 120.13(19), South Milwaukee and Cudahy have historically established and maintained separate programs related to community education, training, recreational, cultural or athletic programs and services, outside the regular curricular and extracurricular programs for pupils ("Community Services"); and

WHEREAS, given increased demands on facilities traditionally utilized for the provision of Community Services, South Milwaukee and Cudahy have recently encountered challenges in continuing to provide the Community Services; and

WHEREAS, the Parties have identified certain real and personal property located at 3244 E. College Avenue, City of Cudahy, County of Milwaukee, State of Wisconsin, consisting of approximately 53,477 square feet of building space and located on approximately 12.769 acres (collectively, the "Property") that, in the Parties' opinion, is well-suited for the provision of Community Services; and

WHEREAS, the Parties intend this Agreement to serve as a written contract authorized under Wis. Stat. § 120.25(1) to "own, construct, lease or otherwise acquire school facilities including real estate located within or outside the boundaries of" South Milwaukee and Cudahy; and

WHEREAS, in furtherance of their intent, the Parties have entered into that certain Preliminary Agreement between the Parties and Brookstone Real Estate, LLC, dated October 28, 2025, related to the Parties' acquisition of the Property, a true and correct copy of which is attached to this Agreement and labeled Exhibit A ("Preliminary Agreement"); and

WHEREAS, pursuant to Section 2 of the Preliminary Agreement, the Parties intend to negotiate the terms and conditions of a mutually agreeable purchase agreement with Brookstone Real Estate, LLC ("Purchase Agreement") relating to South Milwaukee's purchase of the Property for the benefit of the Parties as contemplated in this Agreement; and

WHEREAS, in order to acquire the Property, provide for its development and otherwise plan for the operation of programs of Community Services that will benefit the residents of South

Milwaukee and Cudahy, the Parties desire to enter into this Agreement under the authority granted the Parties pursuant to Wis. Stats. §§ 66.0301 and 120.25; and

WHEREAS, South Milwaukee intends to incur debt obligations to fund the purchase of the Property and remodel it to a condition fit for the provision of Community Services; and

WHEREAS, Cudahy has determined that it will not incur debt as contemplated in Wis. Stats. Chap. 67 in relation to the Property, but will financially commit to South Milwaukee amounts necessary for Cudahy to offer Community Services to its residents in relation to the Property as set forth in this Agreement; and

WHEREAS, in recognition of South Milwaukee's role in assuming responsibility for certain costs and obtaining financing for the Property, the Parties intend that South Milwaukee will initially be the record owner of the Property and that Cudahy be granted an interest in the proceeds from the sale of the Property, all as more particularly set forth in this Agreement; and

WHEREAS, the Parties intend that if Cudahy makes payments required of it hereunder, South Milwaukee will transfer partial ownership of the Property to Cudahy according to the schedule in this Agreement and the Parties will thereafter jointly own the Property as tenants in common as set forth herein; and

WHEREAS, it is the Parties' intent that this Agreement set out the Parties' understandings and agreements surrounding responsibility for the financing, acquisition, development and ongoing maintenance of the Property; and

WHEREAS, the Parties intend to enter into a separate intergovernmental cooperation agreement pursuant to, and consistent with, Wis. Stat. § 66.0301 and Wis. Admin. Code PI 14.02 relating to the operation of the Property and provision of Community Services at the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I
FISCAL AGENT

1.1 South Milwaukee as Fiscal Agent – Acquisition. South Milwaukee shall primarily undertake all activities surrounding the "Districts' Initial Due Diligence" in the Preliminary Agreement and any other due diligence activities contained in the Purchase Agreement. South Milwaukee shall obtain Cudahy's prior consent regarding all decisions relative to the Preliminary Agreement, Purchase Agreement and any and all diligence related thereto, which shall not be unreasonably withheld, and keep Cudahy reasonably apprised as to the status of all such activities. Cudahy agrees that it shall execute any and all documents or agreements necessary to effectuate the intent of the transaction contemplated by the Purchase Agreement and

to otherwise cooperate with South Milwaukee in the exercise of rights and responsibilities under the Preliminary Agreement including, without limitation, any due diligence activities. The Parties hereby designate and appoint South Milwaukee as the fiscal agent for purposes of administering this Agreement. As fiscal agent, South Milwaukee shall maintain appropriate records necessary to qualify the Parties for eligibility, to the greatest extent allowable, for expenditure of funds held in both South Milwaukee's Fund 80 and Cudahy's Fund 80. Neither Party assumes any responsibility for the other Party's accounting, record keeping or reporting as it relates to Fund 80 or any other fund or account. If the Parties are unable to agree regarding any decisions arising under this Section 1.1, the Parties shall schedule a meeting involving both Superintendents and Board Presidents within three (3) Business Days to attempt to resolve the matter. If the Parties are unable to timely resolve any dispute arising prior to expiration of the Preliminary Agreement, it shall be deemed a notice of intent to terminate the Preliminary Agreement and not proceed with the acquisition of the Property.

1.2 South Milwaukee as Fiscal Agent – Post-Acquisition. Following acquisition of the Property, South Milwaukee shall serve as fiscal agent concerning the administration of this Agreement. As fiscal agent, South Milwaukee shall maintain appropriate records necessary to qualify the Parties for eligibility, to the greatest extent allowable, for expenditure of funds held in both South Milwaukee's Fund 80 and Cudahy's Fund 80.

ARTICLE II
ACQUISITION OF THE PROPERTY

2.1 Responsibility for Costs – Acquisition of the Property. The Parties understand and agree that South Milwaukee will advance all costs and expenses associated with the Preliminary Agreement, the Purchase Agreement, and closing on the acquisition of the Property through the Purchase Agreement. All costs and expenses attributable to activities undertaken in furtherance of closing on the acquisition and purchase of the Property, including but not limited to costs relating to Initial Due Diligence under the Preliminary Agreement, due diligence under the Purchase Agreement and reasonable maintenance activities undertaken following acquisition of the Property prior to the effective date of the Operations Agreement, will be split among the Parties with South Milwaukee responsible for 53.28% of the total and Cudahy responsible for 46.72% of the total ("Shared Costs and Expenses"). South Milwaukee shall obtain Cudahy's prior consent regarding all decisions relative to costs and expenses that will be considered Shared Costs and Expenses associated with the Preliminary Agreement, Purchase Agreement and closing on the acquisition of the Property, which shall not be unreasonably withheld, and shall at all times keep Cudahy reasonably apprised as to the status of all such activities. Notwithstanding the foregoing, each Party is responsible for the costs and expenses of its own personnel, accounting professionals, attorneys and any other cost or expense attributable solely to a Party and such costs and expenses will not be considered Shared Costs and Expenses.

South Milwaukee, as fiscal agent of the Parties, shall be responsible for authorizing that Shared Costs and Expenses be incurred and, if necessary, paying or making arrangements for paying any third parties providing services giving rise to Shared Costs and Expenses. In exercising its responsibilities as fiscal agent, South Milwaukee shall obtain Cudahy's prior consent regarding

all decisions that create Shared Costs and Expenses, which shall not be unreasonably withheld, and keep Cudahy reasonably apprised as to the status of all such activities.

2.2 Initial Due Diligence, Purchase Agreement and Closing.

(a) Initial Due Diligence. South Milwaukee agrees to pursue the activities in Section 6 of the Preliminary Agreement during the Initial Due Diligence Period, as that term is defined in the Preliminary Agreement, necessary for the acquisition and purchase of the Property ("Initial Due Diligence"), and advance all reasonable costs and expenses associated with such Initial Due Diligence. South Milwaukee shall obtain Cudahy's prior consent regarding all decisions relative to Initial Due Diligence, which shall not be unreasonably withheld, and shall at all times keep Cudahy reasonably apprised as to the status of all such activities.

(b) Purchase Agreement. During the Initial Due Diligence Period, the Parties shall commence negotiations regarding the Purchase Agreement. South Milwaukee shall lead the negotiations with the Seller (as defined in the Preliminary Agreement) and shall serve as the point of contact for the Seller on matters relating to the Purchase Agreement. The final terms of the Purchase Agreement shall be approved by the respective school boards of each Party. Upon completion of negotiations related to the Purchase Agreement, if the form is approved by each Party, South Milwaukee will execute the final form of Purchase Agreement as the purchaser, and Cudahy hereby authorizes such action consistent with the prior approval of its school board. If either Party fails to approve the final form of Purchase Agreement, this Agreement shall terminate subject to the survival of any of the Parties' obligations intended to survive termination including, without limitation, Section 2.1.

(c) Due Diligence and Closing. South Milwaukee shall be primarily responsible for conducting all due diligence, acquiring title insurance, obtaining surveys, obtaining necessary approvals and otherwise performing any function as purchaser under the Purchase Agreement and shall keep Cudahy reasonably apprised as to the status of such activities. South Milwaukee shall obtain Cudahy's prior consent regarding all decisions relative to the Purchase Agreement, which shall not be unreasonably withheld, and shall at all times keep Cudahy reasonably apprised as to the status of all such activities. South Milwaukee shall advance all costs and expenses associated with due diligence, acquiring title insurance or otherwise performing any function as purchaser under the Purchase Agreement and all reasonable costs and expenses shall be considered Shared Costs and Expenses. In addition, any fees, taxes or other charges attributed to "Purchaser" at the closing of the acquisition of the Property shall be considered Shared Costs and Expenses.

ARTICLE III
PURCHASE PRICE AND FINANCING

3.1 Purchase Price. Cudahy agrees to contribute the sum of $200,000.00 to the purchase price of the Property as set forth in the Purchase Agreement and closing statement contemplated thereunder ("Cudahy Contribution"). South Milwaukee shall be responsible for

paying the balance of the purchase price and any other closing costs associated with the purchase of the Property. Each Party agrees to make funds for which it is responsible available for purposes of closing on the purchase of the Property on or before the closing date specified in the Purchase Agreement.

3.2 Financing Contingency. South Milwaukee intends to incur debt to, among other things, support its share of the responsibility for the purchase price of the Property. Cudahy understands and agrees that the Purchase Agreement may contain a financing contingency related to South Milwaukee's obligation to obtain financing. South Milwaukee agrees to diligently pursue financing related to the Property, but makes no warranty or representation regarding the financing. Cudahy understands and agrees that the issuance of debt by South Milwaukee requires adherence to certain conditions and qualifications set forth in applicable law including without limitation Wis. Stat. Chap. 67 and nothing in this Agreement shall be construed as limiting any entity or person's absolute discretionary authority to approve or disapprove of any debt issuance or financing.

3.3 Other Terms. The Parties understand and agree that the Purchase Agreement will contain other terms and conditions associated with the acquisition of the Property as shall be agreed upon by both Parties. South Milwaukee shall proceed in a commercially reasonable manner in the negotiation of such terms, seek Cudahy's prior approval regarding such terms (such approval not to be unreasonably withheld) and otherwise keep Cudahy reasonably apprised as to the status of the negotiations.

ARTICLE IV
DEVELOPMENT, CONSTRUCTION AND OWNERSHIP

4.1 Plans for Construction of/Improvements to the Property. During the Initial Due Diligence period as set forth in the Preliminary Agreement and for any period of time thereafter necessary to complete such tasks, South Milwaukee shall arrange for the preparation of plans, specifications and drawings related to design, demolition and construction associated with the Property (collectively "Plans") so as to place the Property in a condition where it can be used for Community Services. South Milwaukee shall obtain Cudahy's prior consent regarding all decisions relative to the Plans, which shall not be unreasonably withheld, and shall at all times keep Cudahy reasonably apprised as to the status of all such activities. The Parties understand and agree that the Property is intended to be utilized by the Parties and potentially other school districts as a facility for the provision of Community Services and both Parties therefore deserve input into the design and construction associated with the Project. South Milwaukee shall be responsible for advancing all costs and expenses associated with the Plans and all such reasonable costs and expenses shall be considered Shared Costs and Expenses. South Milwaukee shall provide Cudahy with a copy of all Plans and access to all records related to the Plans upon reasonable request.

4.2 Construction of/Improvements to the Property. Within a reasonable time following closing on the acquisition of the Property, South Milwaukee will diligently pursue finalization of the Plans, obtain final proposals and proceed with all work related to demolition and construction of the Property in a manner consistent with the Plans ("Work"). South Milwaukee shall serve as design lead of a team that shall include, at minimum, each Party's business director

and facilities manager for purposes of preparation of the Plans. South Milwaukee will be identified as the "owner" on any and all contracts, permits, applications and approvals relating to the Work. The Parties shall at all times reasonably cooperate with one another as it relates to the Work. South Milwaukee shall obtain Cudahy's prior consent regarding all decisions relative to the Work, which shall not be unreasonably withheld, and shall at all times keep Cudahy reasonably apprised as to the status of all such activities. In the event that the design team is unable to agree on the Plans, the Parties shall schedule a meeting involving both Superintendents and Board Presidents within three (3) Business Days to attempt to resolve the matter.

4.3 Future Improvements, Maintenance and Construction. The Parties agree to work cooperatively and collaboratively in the maintenance and upkeep of the Property. Decisions regarding maintenance, upkeep and any improvements to the Property shall be made jointly by the Parties. If the Parties are unable to agree on any proposed expenditure for maintenance, upkeep or improvement to the Property that would constitute a capital expenditure, the Parties shall schedule a meeting involving both Superintendents and Board Presidents within three (3) Business Days to attempt to resolve the matter. If no resolution is achieved, the Parties shall engage in non-binding mediation with a skilled mediator to attempt to resolve the matter. If the matter remains unresolved after non-binding mediation, it shall be deemed a notice of termination, in which circumstance the Property shall either be purchased through exercise of the ROFR set forth in Section 12.3 below or listed for sale with a licensed real estate professional. Notwithstanding the foregoing, while the Debt is outstanding (in whole or in part), and if the Parties are unable to reach a resolution within a reasonable amount of time under the circumstances, South Milwaukee shall have the reasonable discretion to authorize emergency repairs that are necessary to preserve the value of the Property.

4.4 Title to the Property and Work. Except as explicitly set forth in this Agreement, title to the Property, the Work and any improvements made from time to time thereto shall initially vest in the name of South Milwaukee. Neither Party shall take any action that causes the Property and any improvements thereto to be titled in any person or entity other than South Milwaukee or, if Cudahy has obtained an ownership interest, Cudahy consistent with the terms of this Agreement provided, however, that South Milwaukee may grant a mortgage or other security interest in the Property to secure the Debt and a Party incurring Additional Debt may grant a mortgage or other security interest in its interest in the Property. Notwithstanding the foregoing, South Milwaukee covenants not to sell the Property while the Debt is outstanding without the prior written consent of Cudahy, which consent shall not be unreasonably withheld and only upon satisfaction of the ROFR procedure in Article XII. Neither Party shall take any action inconsistent with the terms of this Agreement that does or may encumber the Property.

ARTICLE V
DEBT FINANCING AND ADDITIONAL DEBT

5.1 Debt Financing. Cudahy understands that South Milwaukee intends to incur debt, as defined in Wis. Stat. Chap. 67, to satisfy its financial responsibilities specified in Section 5.2. Cudahy has no responsibility for pursuing financing on its own behalf or on behalf of South Milwaukee in relation to the transactions contemplated in this Agreement. Cudahy understands and agrees that nothing in this Agreement modifies or negates the discretionary authority of any

person or entity as it relates to the approval(s) necessary for South Milwaukee to incur the Debt and the processes required under applicable law to incur the Debt.

5.2 Amounts to be Financed. South Milwaukee shall have the right, but not obligation, to incur debt for all Shared Costs and Expenses, the purchase price for the Property under the Purchase Agreement, all Work and any other costs and expenses associated with the Preliminary Agreement, the Purchase Agreement and the Work eligible under applicable law to be financed through the issuance of debt ("Debt"). South Milwaukee agrees that it shall not incur Debt in a total sum exceeding $10 million dollars provided, however, that South Milwaukee may include as Debt the reasonable costs and expenses associated with the issuance of the Debt, which sums are not subject to the $10 million dollar limit.

5.3 Additional Debt. From time to time throughout the term of this Agreement, the Parties may determine that certain remodeling, upgrades, rehabilitation, repair or replacement of all or parts of the Property appropriately classified under the Government Accounting Standings Board standards as capital expenditures ("Improvements") be made to the Property and that the Improvements should be financed through incurring additional debt ("Additional Debt"). If the Parties determine Improvements are necessary, the Parties shall meet and discuss the most feasible means by which to incur the Additional Debt including consideration of which Party should incur the Additional Debt. The Parties must agree on either Party incurring Additional Debt and both Parties shall act reasonably in such regard. If the Parties are unable to agree on incurring Additional Debt, the Parties shall schedule a meeting involving both Superintendents and Board Presidents within three (3) Business Days to attempt to resolve the matter. If no resolution is achieved, the Parties shall engage in non-binding mediation with a skilled mediator to attempt to resolve the matter. If the matter remains unresolved after non-binding mediation, it shall be deemed a notice of termination, in which circumstance the Property shall either be purchased through exercise of the ROFR set forth in Section 12.3 below or listed for sale with a licensed real estate professional.. Notwithstanding the foregoing, if an emergency repair is necessary to preserve the value of the Property and existing funds are not available, South Milwaukee may exercise reasonable discretion to incur Additional Debt solely for the purpose of such emergency repair not to exceed $500,000.00.

5.4 Security for Debt and Additional Debt. In furtherance of the Debt, South Milwaukee may, in its sole and absolute discretion, grant a mortgage or security interest in and to the Property, the Work and any Improvements. In furtherance of Additional Debt, if any, the Party incurring the Additional Debt may, in its sole and absolute discretion, grant a mortgage or security interest in its interest in and to the Property and any Improvements.

5.5 Payment of Debt and Additional Debt. Each Party agrees to perform all duties required of it under the terms of any agreement related to the Debt or Additional Debt and to timely pay all amounts due related to such Debt or Additional Debt. For avoidance of doubt and as more particularly set forth in Section 11.5, the Debt shall not be considered indebtedness on the part of Cudahy as that term is used in Wis. Stat. Chap. 67.

ARTICLE VI
COSTS AND EXPENSES AND RESPONSIBILITY FOR PAYMENT

6.1 Statement of Costs. Within sixty (60) calendar days of completion of all Work, South Milwaukee shall prepare a final Statement of Costs identifying all costs and expenses associated with the acquisition of the Property and the Work ("Statement of Costs"). The Statement of Costs shall include all Shared Costs and Expenses, the purchase price of the Property, closing or other acquisition costs, and the final cost of the Work with the sum of these three (3) categories representing the total amount of all costs and expenses necessary to put the Property in a condition for the Parties to provide the Community Services.

(a) South Milwaukee shall provide the Statement of Costs to Cudahy within five (5) calendar days of its preparation. Thereafter, Cudahy shall have a period of sixty (60) calendar days to approve the Statement of Costs, which approval shall not be unreasonably withheld.

(b) If Cudahy objects to any of the items on the Statement of Costs, it shall communicate the objection, with reasonable specificity as to the reasons therefor, to South Milwaukee within the 60-day approval period. South Milwaukee shall have a period of fifteen (15) calendar days to respond to the objection with reasonable specificity. If thereafter the Parties continue to disagree as to the final Statement of Costs, the dispute will be submitted to the architect that designed the Work for final resolution.

6.2 Debt Service. Concurrently with the preparation and submission of the Statement of Costs, South Milwaukee shall prepare and submit to Cudahy a statement showing the amounts of principal and interest payments due at the intervals identified under the terms of the Debt South Milwaukee incurs ("Debt Service").

6.3 Capital Expenditures for Improvements. Except as provided herein, the Parties shall mutually agree upon authorizing and ordering any maintenance, repair or improvement activity pursuant to Section 4.3 above, in advance of incurring any such costs. Any and all approved capital expenditures a Party makes in relation to the Property following its acquisition and completion of the Work shall be a Shared Cost and Expense. A Party incurring a capital expenditure shall provide the other Party with a statement showing any such capital expenditures and, as well, indicate whether and to what extent the expenditures were financed with Additional Debt. The Parties shall pay their proportionate share of any capital expenditure (53.28% to South Milwaukee and 46.72% to Cudahy) within sixty (60) calendar days for any capital expenditure not financed with Additional Debt.

6.4 Cudahy Responsibility for Payment. Cudahy shall be responsible for 46.72% of the Debt Service (paid at the intervals set forth on the statement referenced in Section 6.2) *plus* 46.72% of any Shared Costs and Expenses advanced by South Milwaukee not otherwise paid from the proceeds of the Debt. Cudahy shall receive a credit on amounts due for Shared Costs and Expenses in an amount equal to the Cudahy Contribution. Cudahy shall pay South Milwaukee for its share (46.72% less the Cudahy Contribution) of the Shared Costs and Expenses set forth on the final Statement of Costs within thirty (30) calendar days of the Statement of Costs being deemed

final unless the Shared Costs and Expenses, or any part thereof, are financed and reflected in the Debt Service, in which case the Shared Costs and Expenses, in whole or part, will be paid through Cudahy's responsibility for its portion of the Debt Service. Thereafter, Cudahy shall pay to South Milwaukee a sum equal to 46.72% of the then-scheduled Debt Service payment on a date at least fifteen (15) Business Days before the date the Debt Service payment is due until such time as the total of Cudahy's payments for Debt Service plus the Cudahy Contribution equal 46.72% of the total Debt Service payments.

6.5 Responsibility for Additional Debt. The Party incurring Additional Debt shall provide the other Party with a statement showing the amounts of principal and interest payments due at the intervals identified under the terms of the Additional Debt ("Additional Debt Service") at the time Additional Debt is incurred. Without regard to which Party incurs the Additional Debt, South Milwaukee shall be responsible for 53.28% of the Additional Debt Service payments and Cudahy shall be responsible for 46.72% of the Additional Debt Service payments. The Party not incurring the Additional Debt shall pay the Party incurring the Additional Debt the amounts for which it is responsible under this Section 6.5 at least fifteen (15) Business Days before the date each Additional Debt Service payment is due.

ARTICLE VII
The Parties' Respective Interests in the Property

7.1 Cudahy's Beneficial/Contractual Interest Prior 25% of the Debt Service Payments Having Been Made. Until such time as 25% of the scheduled Debt Service payments have been made, Cudahy's interest in the Property shall be limited to a contractual interest arising out of and pursuant to the terms of this Agreement and calculated as provided in Section 7.2. Under no circumstances shall Cudahy have any legal or equitable interest in the Property as an estate or interest separate from Cudahy's contractual interest as set forth herein until twenty-five percent (25%) of the scheduled Debt Service payments have been made.

7.2 Calculation of the Parties' Interests in the Property. The Parties agree that their interests defined herein apply to disposition of the Property under Sections 8.2, 8.3, 8.4 and 10.2 and Article XII. The Parties intend that their respective interests in the Property be reflected as a percentage of each Party's contribution to the cost basis of the Property determined in accordance with this Section 7.2 and otherwise consistent with Governmental Accounting Standards Board (GASB) standards (unless otherwise provided in this Agreement). The cost basis for the Property ("Cost Basis") shall include all Shared Costs and Expenses, the purchase price for the Property and the borrowing costs of the Debt and any Additional Debt. Cudahy's interest in the Property ("Cudahy Interest") shall be calculated by dividing the total of Cudahy's actual expenditures for (a) Shared Costs and Expenses, (b) contribution toward the purchase price for the Property plus payments to South Milwaukee for Debt Service, and (c) payments for Additional Debt Service by the Cost Basis. South Milwaukee's interest in the Property ("South Milwaukee Interest") is the difference between the Cudahy Interest and 100%.[1] The Parties will meet annually to update the calculation of Cost Basis and the Cudahy Interest. In the event of a disagreement concerning the

[1] By way of example, if the Cost Basis if $10,000,000 and Cudahy's expenditures for (a) Shared Costs and Expenses is $100,000, (b) Debt Service are $500,000, and (c) there is no Additional Debt Service, the Cudahy Interest is 6% ($600,000/10,000,000) and the South Milwaukee Interest is 94%.

calculation of Cost Basis or Cudahy Interest, the Parties shall schedule a meeting involving both Superintendents and Board Presidents within three (3) Business Days to attempt to resolve the matter. If no resolution is achieved, the Parties shall engage in non-binding mediation with a skilled mediator to attempt to resolve the matter.

7.3 Cudahy Deeded Interest in Property. If Cudahy has, as of the time of the calculation in this Section 7.3, made all payments required of it under this Agreement, Cudahy shall acquire an interest in the Property as a tenant in common with South Milwaukee according to the following schedule: (1) once twenty-five percent (25%) of the Debt Service payments have been made, South Milwaukee shall execute a quit-claim deed providing Cudahy with a ten percent (10%) interest in the Property as tenant in common with South Milwaukee; (2) once fifty percent (50%) of the Debt Service payments have been made, South Milwaukee shall execute a quit-claim deed providing Cudahy with a twenty percent (20%) interest in the Property as tenant in common with South Milwaukee; (3) once seventy-five percent (75%) of the Debt Service payments have been made, South Milwaukee shall execute a quit-claim deed providing Cudahy with a thirty percent (30%) interest in the Property as tenant in common with South Milwaukee; and (4) once the Debt has been fully satisfied, South Milwaukee shall execute a quit-claim deed providing Cudahy with a 46.72 percent (46.72%) interest in the Property as tenant in common with South Milwaukee.

ARTICLE VIII
INSURANCE AND CONDEMNATION

8.1 Required Insurance. South Milwaukee, as fiscal agent, shall procure and maintain (or cause to be procured and maintained) during the term of this Agreement, insurance coverage with respect to the Property including, without limitation, one or more casualty and liability policies, in amounts that are customarily carried and against such risks as are customarily insured against by others in connection with the ownership and operation of facilities of similar character and size as the Property. Such insurance policies shall be maintained in South Milwaukee's name, with Cudahy as an additional named insured. The Parties understand and agree that the Operations Agreement shall also provide provisions related to procuring and maintaining insurance covering the Property and its operations. Financial responsibility for insurance premiums shall be addressed in the Operations Agreement. In the event provision for payment of insurance premiums or deductibles are not addressed through the Operations Agreement, all such costs and expenses shall be Shared Costs and Expenses.

8.2 Damage to the Property – Insurance. If the Property or any part thereof shall be damaged or destroyed by any casualty, South Milwaukee shall, to the extent and only to the extent of available insurance proceeds available or sufficient for such purpose, restore, repair, or rebuild the Property to the condition prior to such damage or destruction. South Milwaukee shall commence reconstruction, repair, restoration, or rebuilding of the damaged or destroyed portion as soon as reasonably practicable after the occurrence of such damage or destruction, and thereafter South Milwaukee shall diligently pursue the same to completion.

8.3 South Milwaukee Election to Restore, Repair or Rebuild. If insurance proceeds are insufficient to restore, repair, or rebuild the Property to the condition prior to a casualty, the

Parties shall agree as to a plan for restoring, repairing, or rebuilding the Property and such plan shall include agreement on how the costs and expenses associated with such activities shall be paid and by which Party. The Parties shall proceed in good faith in negotiating any such agreement. If the costs and expenses are not paid by Additional Debt, the costs and expenses shall be considered Shared Costs and Expenses. If the Parties fail to agree on a plan to restore, repair, or rebuild the Property, such failure or refusal shall be deemed a notice of termination, in which circumstance the Property shall either be purchased through exercise of the ROFR set forth in Section 12.3 below or listed for sale with a licensed real estate professional.

8.4 Condemnation. If a Taking (defined as a taking as a result of compulsory purchase or acquisition of all or part of the Property, any taking by any governmental authority or any authority or entity acting on behalf of or purporting to act on behalf of any governmental authority for any purposes whatsoever or a conveyance in lieu thereof) shall occur while Debt is outstanding (in whole or in part), the proceeds shall first be utilized to completely satisfy the Debt or Additional Debt including any costs associated therewith. Thereafter, any proceeds remaining shall be shared according to each Party's respective interest as defined in Section 7.2 (Cudahy Interest and South Milwaukee Interest).

ARTICLE IX
OPERATION OF THE PROPERTY

9.1 Separate Agreement. The Parties intend that the operations surrounding the Property and the provision of Community Services shall commence within a reasonable time following completion of the Work. The operations and provision of Community Services shall be governed by separate agreement ("Operations Agreement") pursuant to, and consistent with, Wis. Stats. § 66.0301 and Wis. Admin. Code PI 14.02. Upon completion and execution of the Operations Agreement, it shall be attached to this Agreement and labeled Exhibit B. The Parties agree that Exhibit B shall be updated from time to time during the term of this Agreement to reflect the then-current Operations Agreement.

9.2 Operations Agreement Covenants. The Parties agree to cooperate and negotiate in good faith regarding the terms of the Operations Agreement. The Parties further agree that the following subjects and terms shall, in addition to other items to be negotiated, be included in the Operations Agreement:

(a) The Operations Agreement may include other parties as agreed upon by the Parties and, in particular, the School District of St. Francis.

(b) The Operations Agreement shall contain covenants necessary to ensure appropriate use of the Property consistent with statutory and Department of Public Instruction regulations surrounding cooperative programs, community programs set forth in Wis. Stat. § 120.13(19) and the Community Services.

(c) South Milwaukee shall be the fiscal agent for the parties to the Operations Agreement and shall, as fiscal agent, establish and maintain records in accordance with the Wisconsin Uniform Financial Accounting Requirements (WUFAR).

(d) South Milwaukee, as fiscal agent, shall be responsible for the Property's use, upkeep and maintenance.

(e) All costs and expenses incurred for the maintenance and repair of the Property shall be allocated in the Operations Agreement or otherwise be a Shared Cost and Expense.

ARTICLE X
TERM AND TERMINATION

10.1 Effective Date and Term. This Agreement shall be effective as of the date of the approval of this Agreement at a special meeting of the South Milwaukee School District ("Effective Date") and shall remain effective for a period of fifty (50) years ("Initial Term"). Following the Initial Term and any Renewal Term, this Agreement shall automatically renew for an additional period of four (4) years, each four-year term being a Renewal Term.

10.2 Termination. Except as explicitly set forth elsewhere in this Agreement, this Agreement may only be terminated in the following manner:

(a) If Cudahy has not yet received a deeded interest in the Property according to Section 7.3, South Milwaukee may terminate this Agreement by providing Cudahy with 360 calendar days' written notice of the termination and only for purposes of South Milwaukee selling the Property to a third party, subject to the ROFR granted in Article XII below. Upon closing of the sale of the Property under this Section 10.2(a) to a third party, the proceeds of such sale shall first be used to satisfy the Debt or Additional Debt (including the costs associated therewith) and thereafter shall be shared according to each Party's respective interest as defined in Section 7.2 (Cudahy Interest and South Milwaukee Interest).

(b) If Cudahy has received a deeded interest in the Property according to Section 7.3 and the Debt is outstanding (in whole or in part), this Agreement may only be terminated by mutual agreement of the Parties. If the Parties are unable to agree, they shall schedule a meeting involving both Superintendents and Board Presidents within three (3) Business Days to attempt to resolve the matter. If no resolution is achieved, the Parties shall engage in non-binding mediation with a skilled mediator to attempt to resolve the matter. If the Parties are unable to agree following mediation, the Property shall be listed for sale with a licensed real estate professional provided, however, that the Parties shall not accept any offer to purchase the Property unless the net proceeds from the proposed sale are enough to satisfy the Debt and any Additional Debt. Upon closing of the sale of the Property under this Section 10.2(b) to a third party, the proceeds shall first be utilized to completely satisfy the Debt or Additional Debt including any costs associated therewith. Any proceeds remaining following satisfaction of the Debt and Additional Debt including

any costs associated therewith shall be shared according to each Party's respective interest as defined in Section 7.2 (Cudahy Interest and South Milwaukee Interest). This Agreement shall terminate upon sale of the Property hereunder and completion of the distribution of the proceeds thereof subject to the survival of obligations intended to survive termination of the Agreement.

(c) If Cudahy has received a deeded interest in the Property according to Section 7.3 and the Debt has been fully satisfied, either Party may terminate this Agreement by providing the other Party with 360 calendar days' written notice of the termination, in which circumstance the Property shall either be purchased through exercise of the ROFR set forth in Section 12.3 below or listed for sale with a licensed real estate professional. Upon closing of the sale of the Property under this Section 10.2(c) to a third party, the proceeds shall first be utilized to completely satisfy the Additional Debt including any costs associated therewith. Any proceeds remaining following satisfaction of the Additional Debt including any costs associated therewith shall be shared according to each Party's respective interest as defined in Section 7.2 (Cudahy Interest and South Milwaukee Interest). This Agreement shall terminate upon sale of the Property hereunder and completion of the distribution of the proceeds thereof subject to the survival of obligations intended to survive termination of the Agreement.

ARTICLE XI
BREACH AND REMEDIES

11.1 Breach by South Milwaukee. Prior to exercising any remedies, Cudahy shall provide written notice of breach (and such notice must reasonably specify the alleged breach) to South Milwaukee within forty-five (45) calendar days of the event(s) of the claimed breach. Upon receipt of the written notice, South Milwaukee shall have a period of forty-five (45) calendar days to cure the alleged breach and South Milwaukee shall have an additional thirty (30) calendar days to cure the alleged breach so long as South Milwaukee is diligently pursuing a cure within the initial 45-calendar day period. If South Milwaukee fails to cure its alleged breach following such cure periods, Cudahy may pursue any remedies available to it in law or equity for South Milwaukee's breach of this Agreement. Notwithstanding the foregoing, the Parties agree that this Agreement may be terminated only as provided in Section 10.2 and neither Party shall seek any remedy inconsistent with the terms of Section 10.2.

11.2 Breach by Cudahy. Prior to exercising any remedies, South Milwaukee shall provide written notice of breach (and such notice must reasonably specify the alleged breach) to Cudahy within forty-five (45) calendar days of the event(s) of the claimed breach. Upon receipt of the written notice, Cudahy shall have a period of forty-five (45) calendar days to cure the alleged breach and Cudahy shall have an additional thirty (30) calendar days to cure the alleged breach so long as Cudahy is diligently pursuing a cure within the initial 45-calendar day period. If Cudahy fails to cure its alleged breach following such cure periods, South Milwaukee may pursue any remedies available to it in law or equity for South Milwaukee's breach of this Agreement. Notwithstanding the foregoing and except as provided in Section 11.5, the Parties agree that this Agreement may be terminated only as provided in Section 10.2 and neither Party shall seek any remedy inconsistent with the terms of Section 10.2.

11.3 Required Reformation. The Parties understand and agree that this Agreement is entered into pursuant to Wis. Stat. § 120.25 and is structured to allow the Parties to utilize Fund 80 funds for purposes of operating a joint program for Community Services as set forth in the Operations Agreement, Wis. Stat. § 120.13(19) and Wis. Admin. Code Ch. PI 80. In the event of a change in statute or regulation impacting the terms of this Agreement, the Parties agree to meet and confer in good faith regarding amendments to this Agreement necessary to effectuate the Parties' intent as expressed in this Agreement.

11.4 Statement of Commitment. Without limiting any of the Parties' remedies as set forth in herein or otherwise, the Parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in a spirit of cooperation consistent with the intent of this Agreement.

11.5. Non-Appropriation. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of Cudahy within the meaning of any constitutional or statutory debt limitation. The Parties acknowledge that Cudahy is subject to certain budgetary constraints and agree that, in the event funding is not appropriated or provided for in the budget annually for its next fiscal year sufficient to cover the amounts owed by Cudahy under Section 6.4 or Section 6.5, and the Debt is outstanding (in whole or in part), this Agreement shall terminate, without penalty, subject to the following:

(a) If Cudahy has obtained a title interest in the Property under Section 7.3, Cudahy shall retain its title interest in the Property, which shall evidence a written agreement between the Parties to jointly own the Property as contemplated in Wis. Stat. § 120.25(1) for the time remaining under the Initial Term. Upon sale of the Property to a third party, the proceeds shall be directed towards satisfaction of outstanding Debt, Additional Debt, and any outstanding Shared Costs and Expenses. If any excess funds remain, Cudahy shall only be entitled to the equivalent of its title interest in the Property. Upon the closing of a sale to a third party, this Agreement shall automatically terminate. The Parties shall reasonably cooperate with one another to effectuate the sale of the Property to a third party, if any, under this Section 11.5.

(b) If Cudahy has not yet obtained a title interest in the Property under Section 7.3, South Milwaukee shall transfer a one percent (1%) ownership interest in the Property as a tenant in common with South Milwaukee, within sixty (60) days following Cudahy's written notice of its failure to appropriate funds or provide for funding in its budget for the next fiscal year, which shall evidence a written agreement between the Parties to jointly own the Property as contemplated in Wis. Stat. § 120.25(1) for the time remaining under the Initial Term. Upon sale of the Property to a third party, the proceeds shall be directed towards satisfaction of outstanding Debt, Additional Debt, and any outstanding Shared Costs and Expenses. If any excess funds remain, Cudahy shall only be entitled to the equivalent of its title interest in the Property. Upon the closing of a sale to a third party, this Agreement shall automatically terminate except for any obligations intended to survive termination. The Parties shall reasonably cooperate with one another to effectuate the sale of the Property to a third party, if any, under this Section 11.5.

ARTICLE XII
Right of First Refusal to Purchase the Property

12.1 Grant of Right of First Refusal if Debt is Outstanding. While Debt is outstanding (in whole or in part), South Milwaukee hereby grants to Cudahy a right of first refusal ("Cudahy ROFR") with respect to purchasing the Property at the Cudahy ROFR Price (as herein provided) and in compliance with and observance of all of the terms and conditions of this Agreement.

12.2 Exercise of Cudahy ROFR. Upon the receipt by South Milwaukee of a *bona fide* third party offer to purchase the Property while the Debt is outstanding (in whole or in part), which South Milwaukee has accepted subject to Cudahy's rights hereunder ("Third Party Offer"), South Milwaukee shall give Cudahy written notice setting forth all relevant terms of the Third Party Offer and a copy of any draft documentation containing the Third Party Offer, promptly after South Milwaukee conditionally accepts same. Unless within 60 calendar days of its receipt of the notice Cudahy notifies South Milwaukee in writing that it is waiving its ROFR, Cudahy shall be obligated to purchase, and South Milwaukee shall be obligated to sell and convey to Cudahy, the Property free and clear of all liens, except reasonable permitted exceptions, at the purchase price and upon the same material terms and conditions set forth in the Third-Party Offer less an amount equal to the Cudahy Interest ("Cudahy ROFR Price"). Not later than 15 calendar days following the expiration of such 60 day period, Cudahy shall tender to South Milwaukee a purchase agreement confirming its agreement to purchase the Property in accordance with the preceding sentence. If Cudahy fails to timely tender such purchase agreement, South Milwaukee may then proceed to close the sale under the terms of the Third Party Offer, and Cudahy's rights related to the ROFR shall terminate. If Cudahy timely tenders such purchase agreement, South Milwaukee shall confirm its acceptance thereof, or provide any reasonable comments thereto, within 10 calendar days of receipt thereof, and thereafter shall not sell the Property pursuant to the Third Party Offer so long as the parties are negotiating the terms of such purchase agreement in good faith. If South Milwaukee fails to confirm its acceptance of such purchase agreement within such 10 day period, or fails to negotiate any provisions thereof in good faith thereafter, South Milwaukee shall be deemed to have accepted the purchase agreement tendered by Cudahy in accordance with its terms. In the event Cudahy fails to exercise the ROFR, Cudahy agrees to execute evidence of the termination of the rights granted hereunder upon request from South Milwaukee. In the event an agreement to sell to a third party under an accepted Third Party Offer is terminated or if such agreement otherwise does not close for any reason within 90 calendar days after Cudahy's waiver of its ROFR, the Cudahy ROFR shall be immediately reinstated, and South Milwaukee shall not then sell the Property to any person (including the third party identified in an accepted Third Party Offer) without further compliance with this Section 12.2.

12.3 Right of First Refusal if Debt is not Outstanding. If Debt is not outstanding and either party provides notice of termination pursuant to Section 10.2(c), both Parties shall have a right to purchase the Property at the price and according to the terms of a Third Party Offer received upon listing the Property for sale in accordance with Section 10.2(c) ("Termination ROFR"). The Party having first delivered a written notice of exercise of the Termination ROFR shall be entitled to purchase the Property upon materially the same terms of the Third Party Offer at a purchase

price equal to the purchase price in the Third Party Offer less the Party's percentage interest in the Property calculated according to Section 7.2 and shall tender to the other Party a purchase agreement confirming its agreement to purchase the Property and the other Party shall agree to the purchase agreement if it materially conforms to the terms of the Third Party Offer. If the Party first providing written notice of exercise of the Termination ROFR fails to close on the purchase agreement, the other Party shall have the right to exercise the Termination Offer on the same terms and conditions. If the other Party fails to close on the purchase agreement, the Property shall be sold pursuant to the Third Party Offer.

12.4 Recording. The Parties agree that South Milwaukee shall prepare and record a Memorandum of the ROFR with the office of the Milwaukee County Register of Deeds.

12.5 Sale to Third Party. The proceeds from the closing of any sale of the Property to a third party shall first be utilized to completely satisfy the Debt and Additional Debt including any costs associated therewith. Thereafter, any proceeds remaining shall be shared according to each Party's respective interest as defined in Section 7.2 (Cudahy Interest and South Milwaukee Interest).

ARTICLE XIII
REPRESENTATIONS AND WARRANTIES

13.1 South Milwaukee Representations and Warranties. South Milwaukee represents and warrants the following:

(a) To the best of South Milwaukee's knowledge, the Recitals set forth above are true and correct.

(b) South Milwaukee has all requisite power and authority and has taken all corporate or other action necessary to execute and deliver this Agreement and the other agreements contemplated hereby and to perform its obligations (including the consummation of the transactions contemplated hereby) hereunder. The execution and delivery of this Agreement by South Milwaukee, South Milwaukee's performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or other action, and no other act or proceeding on the part of South Milwaukee or its school board is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby. South Milwaukee has duly executed and delivered this Agreement.

(c) Assuming the due authorization, execution and delivery by the respective other Parties, this Agreement constitute legal, valid and binding agreements and obligations of South Milwaukee enforceable against South Milwaukee in accordance with its terms except as the enforcement may be limited by bankruptcy, reorganization, insolvency, arrangement, fraudulent conveyance, moratorium or other law or laws relating to or affecting rights to the application of equitable principles, to the exercise of judicial

discretion in appropriate cases and to the limitation on legal remedies against school districts in the State of Wisconsin as from time to time in effect.

(d) South Milwaukee has taken all action required of it for a contract authorized under Wis. Stat. § 120.25 including, without limitation, obtained approval of this Agreement by a special school district meeting.

(e) As fiscal agent, South Milwaukee will at all times cause the Property to be used in a manner consistent with the delivery of Community Services under Wis. Stat. § 120.19(3).

13.2 Cudahy Representations and Warranties. Cudahy represents and warrants the following:

(a) To the best of Cudahy's knowledge, the Recitals set forth above are true and correct.

(b) Cudahy has all requisite power and authority and has taken all corporate or other action necessary to execute and deliver this Agreement and the other agreements contemplated hereby and to perform its obligations (including the consummation of the transactions contemplated hereby) hereunder. The execution and delivery of this Agreement by Cudahy, Cudahy's performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or other action, and no other act or proceeding on the part of Cudahy or its school board is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby. Cudahy has duly executed and delivered this Agreement.

(c) Assuming the due authorization, execution and delivery by the respective other Parties, this Agreement constitute legal, valid and binding agreements and obligations of Cudahy enforceable against Cudahy in accordance with its terms except as the enforcement may be limited by bankruptcy, reorganization, insolvency, arrangement, fraudulent conveyance, moratorium or other law or laws relating to or affecting rights to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitation on legal remedies against school districts in the State of Wisconsin as from time to time in effect.

(d) Cudahy has taken all action required of it for a contract authorized under Wis. Stat. § 120.25 including, without limitation, obtained approval of this Agreement by a special school district meeting.

(e) Cudahy will at all times cooperate in causing the Property to be used in a manner consistent with the delivery of Community Services under Wis. Stat. § 120.19(3).

ARTICLE XIV
INDEMNIFICATION

14.1 South Milwaukee Indemnification. South Milwaukee hereby agrees to indemnify, defend and hold harmless Cudahy and each of its officers, board members, employees, agents, consultants, attorneys, invitees, contractors and their respective successors and assigns for, from and against any and all losses, liabilities, damages, fines, penalties, costs and expenses of every kind and character, including reasonable attorneys' fees and court costs, incurred and expended by a party indemnified hereunder, and occasioned by or associated with any claims, demands, causes of action, suits and/or enforcement actions including, without limitation, any administrative or judicial proceedings and any remedial, removal or response actions ever asserted, threatened, instituted or requested by any person whatsoever arising out of or related to (a) the breach of any representation or warranty of South Milwaukee set forth in Section 11.1; (b) South Milwaukee's breach of any of its duties or obligations set forth in this Agreement; and (c) South Milwaukee's negligence or intentional conduct in relation to its activities associated with this Agreement.

14.2 Cudahy Indemnification. Cudahy hereby agrees to indemnify, defend and hold harmless Cudahy and each of its officers, board members, employees, agents, consultants, attorneys, invitees, contractors and their respective successors and assigns for, from and against any and all losses, liabilities, damages, fines, penalties, costs and expenses of every kind and character, including reasonable attorneys' fees and court costs, incurred and expended by a party indemnified hereunder, and occasioned by or associated with any claims, demands, causes of action, suits and/or enforcement actions including, without limitation, any administrative or judicial proceedings and any remedial, removal or response actions ever asserted, threatened, instituted or requested by any person whatsoever arising out of or related to (a) the breach of any representation or warranty of Cudahy set forth in Section 11.2; (b) Cudahy's breach of any of its duties or obligations set forth in this Agreement; and (c) Cudahy's negligence or intentional conduct in relation to its activities associated with this Agreement.

ARTICLE XV
MISCELLANEOUS

15.1 Notices. Unless otherwise specifically set forth in this Agreement, any notice, demand or communication required to be given hereunder shall be in writing and shall be deemed to have been given only upon receipt. Any such notice, demand or communication may be sent by: (i) the United States Postal Service with postage prepaid and properly marked for certified mail with a request for return receipt, or (ii) a reputable overnight delivery service. All notices shall be addressed to the Parties at the respective addresses set forth below or to such other address, and to the attention of such other person or officer as any Party may designate.

If to South Milwaukee:

School District of South Milwaukee
Attn: Superintendent of Schools
901 15th Avenue
South Milwaukee, WI 53172

If to Cudahy:

School District of Cudahy
Attn: Superintendent of Schools
5530 S. Barland Avenue
Cudahy, WI 53110

15.2 Consents and Approvals. All consents, approvals and waivers required or asserted hereunder shall be in writing, signed by the Party from whom such consent, approval or waiver is requested.

15.3 Assignment. Neither Party may assign any interest under this Agreement, in whole or in part, without the prior written consent of the other Party, which consent may be granted, withheld or conditioned in a Party's sole and absolute discretion. By executing this Agreement, Cudahy provides written consent for South Milwaukee's assignment of a collateral or security interest for purposes of effectuating the Debt and shall execute any such other and further agreements necessary for South Milwaukee to effectuate the Debt.

15.4 Interpretation. Where appropriate to the context the singular includes the plural and vice versa. References to this Agreement shall include a reference to all Recitals and Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time. References to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time. The words "include" or "including" mean "including, without limitation," or "including, but not limited to," whether or not they are followed by such phrases or words of like import. All statutory and administrative code references are to the 2023-24 Wisconsin Statutes current as of the effective date of this Agreement.

15.5 Amendments. This Agreement may not be amended or modified except in a written instrument signed by each Party hereto; *provided* that if any such amendment or modification would adversely affect the interests of a person or entity owed Debt Service, no such amendment or modification shall be effective without the prior written consent of such person or entity.

15.6 Complete Agreement. This Agreement together with all exhibits attached hereto and made part thereof supersedes all previous agreements, understandings and representations made by or between the Parties.

15.7 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the law of conflicts of law. Any lawsuit arising out of or related to this Agreement shall be exclusively venued in the state and federal courts in Milwaukee County, Wisconsin, and each Party waives any defense of forum *non conveniens.*

15.8 Captions and Headings. The captions and headings used in this Agreement and used solely for convenience and shall not be deemed to constitute a part of the substance of the Agreement for purposes of its construction.

15.9 Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts each of which, when so executed, will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by PDF transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

15.10 Further Assurances. Each Party shall use commercially reasonable best efforts to, from time to time at the request of the other Party, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby and thereby.

15.11 No Presumption Against Drafter. Each of the Parties has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

15.12 Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

15.13 No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SCHOOL DISTRICT OF SOUTH MILWAUKEE:

By: _____
Sophia Williams, School Board President

By: _____
Patrick Hintz, School Board Clerk

SCHOOL DISTRICT OF CUDAHY:

By: _____
Kari Durr, School Board President

By: _____
Lissa Skoglund, School Board Clerk

Exhibits Attached:
Exhibit A: Preliminary Agreement
Exhibit B: Operations Agreement (to be attached upon completion)