

EXHIBIT A

SETTLEMENT AGREEMENT between City of West Allis and Prospect Holdings 3061, LLC

RECITALS:

A. On July 13, 2013, the City of West Allis, Wisconsin (the "City") issued an Order to Raze (the "Order") property located at 6416-18 West National Avenue, West Allis, Wisconsin, which corresponds to Tax Key 454-0204-000 (the "Property").

B. On January 8, 2014, the City filed a lawsuit against Prospect Holdings 3061, LLC to enforce the Order, which is styled *City of West Allis v. Prospect Holdings 3061, LLC*, Milwaukee County No. 14-CV-062 (the "Lawsuit").

C. Prospect Holdings 3061, LLC ("Prospect") denies the allegations made in the Order and the Lawsuit. Moreover, Prospect affirmatively states that the City failed to properly serve the Order and the Lawsuit.

D. The City and Prospect desire to settle and finally resolve all disputes between them including, but not limited to, the claims that have been asserted, or that could have been asserted, in the Order and the Lawsuit described above, and they desire to enter into this Settlement Agreement for that purpose.

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the City and Prospect agree as follows:

1. Prospect shall make an application for zoning special use approval for the Property on or before the expiration of the thirtieth day after this Settlement Agreement is fully-executed.
2. Prospect shall apply for the permits necessary to complete rehabilitation and renovation of the Property on or before the expiration of the thirtieth day after it is granted the zoning special use approval for the Property described in sub (1).
3. Prospect shall pay the taxes on the Property for tax years 2012 and 2013 on or before the expiration of the thirtieth day after it is granted the zoning special use approval for the Property described in sub (1). The tax liability for tax years 2012 and 2013, combined, is \$7,812.53.
4. Prospect shall register the property with the Building Inspection Department and shall pay the property owner registration fee on or before the expiration of the thirtieth day after this Settlement Agreement is fully-executed. The property owner registration fee is \$150.00.
5. Prospect shall pay the judgment that has been docketed in *City of West Allis v. Prospect Holdings 3061, LLC*, Milwaukee County No. 12-TJ-0470 in the amount of \$6,460, to the City, on or before the expiration of the thirtieth day after it is granted the zoning special use approval for the Property described in sub (1). The City shall not require Prospect to pay any other judgment liens on the Property as a condition precedent to applying for, or obtaining, zoning special use approval for the property described in sub (1) or before applying for, or obtaining, the permits described in sub (2).

6. Prospect shall supply proof of funds to the City in the amount of \$56,875 on or before the expiration of the thirtieth day after this Settlement Agreement is fully-executed.

7. Prospect shall complete rehabilitation and renovation of the Property on or before the expiration of the thirtieth day after the last permit described in sub (2) is issued.

In exchange for the foregoing, sub (1) through sub (7), the City agrees as follows:

I. The City shall expedite the application for zoning special use approval described in sub (1), in a manner consistent with West Allis Revised Municipal Ordinance Section 12.16.

II. The City shall apply the city landscaping deposit that it obtained for the Property on May 7, 2012, in the amount of \$2,375, to either the tax liability described in sub (3) or the judgment lien described in sub (5), at the request of Prospect.

III. The City shall provide a Satisfaction of Judgment for the judgment lien described in sub (5) on receipt of the payment described in sub (5).

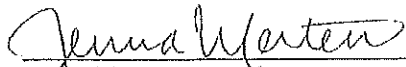
IV. Upon completion of the work described in sub (7), the City shall release the Order and shall send a release of the Order to Prospect, who may file it with the Register of Deeds. The City shall not enforce the Order without obtaining a court order confirming the validity of the Order.

V. Upon completion of the work described in sub (7) and final approval by the Building Inspector, the City shall dismiss the Lawsuit with prejudice. Prospect shall reimburse the City its costs of filing and maintaining the Lawsuit in the amount of \$700 upon dismissal.

The City and Prospect agree that the Court should adjourn the hearings scheduled for November 17, 2014 and December 15, 2014 and shall jointly ask the Court to do so. If the terms of this Settlement Agreement are not fulfilled, then the City and Prospect shall jointly ask the Court to hold a status conference for the purpose of re-scheduling those hearings.

The City and Prospect understand and agree that this Settlement Agreement constitutes the complete and exclusive statement of the terms and conditions of their settlement and that no representations or commitments were made by either the City or Prospect to induce the other to enter into this Settlement Agreement other than as expressly set forth herein. Any amendment to this Settlement Agreement must be set forth in writing and signed by all parties. The City and Prospect agree that this document may be executed in counterparts, and that a facsimile will have the same effect as an original, which, when taken together, will constitute one whole document.

CAUTION! READ BEFORE SIGNING!


Jenna Merten 1051848
Attorney, City of West Allis
Dated: 10/23/14

Authorized Representative
Prospect Holdings 3061, LLC
Dated: _____

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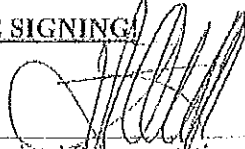
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Jenna Merten
Attorney, City of West Allis
Dated: _____



Authorized Representative
Prospect Holdings 3061, LLC
Dated: 10.24.2014

