

CONDOMINIUM MANAGEMENT SERVICES AGREEMENT

This Agreement is made this ____ day of _____, 2010 by and between the City of Milwaukee ("Library") and Villard Square GrandFamily Milwaukee, LLC ("Apartments").

RECITALS

A. Library and Apartments (individually a "Unit Owner" and collectively the "Unit Owners") are all of the unit owners of Villard Square Condominium, a condominium created under Chapter 703 of the Wisconsin Statutes, located in the City of Milwaukee, Milwaukee County, Wisconsin (the "Condominium").

B. Library and Apartments desire to share the management responsibilities of the Villard Square Condominium Association (the "Association") in accordance with the terms and conditions of this Agreement.

C. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Villard Square Condominium recorded in the Office of the Milwaukee County Register of Deeds, as the same may be amended from time to time (the "Declaration").

AGREEMENT

In consideration of the mutual promises and covenants set forth below, the parties agree as follows:

ARTICLE I SCOPE

SECTION 1.01. Purpose. Due to the limited number of units and limited responsibility of the Association under the Declaration, the Unit Owners agree to each perform certain obligations that would otherwise be the obligation of the Association.

SECTION 1.02. Description of the Property. The real estate which is the subject of this Agreement (collectively, the "Property") is the Common Elements and certain Limited Common Elements of the Condominium, all as defined in the Declaration.

SECTION 1.03. Term. The initial term of this Agreement shall be one (1) year from the date hereof. This Agreement automatically shall be extended on a year-to-year basis unless either party, at least sixty (60) days prior to the expiration

of the then-current term, gives written notice that this Agreement shall terminate at the end of the then-current term. This Agreement shall terminate upon the conveyance of any unit in the Condominium.

ARTICLE II UNIT OWNER RESPONSIBILITIES

SECTION 2.01. Powers and Duties of Apartments. The Unit Owners hereby delegate to Apartments the powers and duties (collectively, the "Apartments Duties") of the Association to:

- (a) Enter contracts with utilities or others for electricity, gas, water, sewer, telephone, rubbish removal, janitorial services or public services required to operate the Property, subject to Library's approval.
- (b) Perform or cause to be performed and supervise necessary repairs and reconstruction to the Common Elements at the Association's expense. No expenditures for reconstruction or repair in excess of \$2,500 shall be made without prior approval of the Library and no expenditure for reconstruction or repairs in excess of \$500 shall be made without prior notice to the Library, absent emergency circumstances. Said expenditure shall be for a single instance or contract and shall not be cumulative. Each Unit Owner shall be responsible for that percentage of such expenditures as provided in the Declaration.
- (c) Deposit all funds received by Apartments for or on behalf of the Association or to be collected or received by the Association, to the Association's account.
- (d) Prepare for payment and pay from the Association's account the budgeted expenses associated with management and other services which should be reimbursed by the Association or paid by the Association.
- (e) Prepare each year, for the Association's review and approval, the Association's annual budget. Give notice to Unit Owner of variance in budgeted item of more than 10% or unanticipated expenses in excess of \$1,000 as and when Apartments learns of same.
- (f) Prepare invoices for all assessments and take reasonable efforts to collect the same.
- (g) Maintain books of account of all receipts and disbursements incurred by the Unit Owners or the Association relating to the Property.

Accounting records shall belong to the Association and the Association shall have access to all such records at any time during normal business hours.

(h) Payment of insurance premiums on all insurance maintained by the Association with funds provided by the Unit Owners.

(i) Snowplowing of all sidewalks surrounding the perimeter of the Property and maintenance of all landscaping.

In addition to the foregoing, Apartments shall have such other general authority and powers as may be necessary or advisable to effectuate the intent and purposes of this Agreement.

Powers and Duties of Library. The Unit Owners hereby delegate to Library the powers and duties (collectively, the "Library Duties") of the Association to maintain security measures, as Library deems reasonably appropriate to oversee the exterior of Unit 100.

SECTION 2.02. Joint Powers and Duties. The Unit Owners agree to cooperate and coordinate their actions necessary to:

(a) Prevent the occupants, guests or users of either Unit from interfering with the operations of the Units and the full beneficial use of the Units by their occupants and guests.

(b) Coordinate the security of the individual Units in order to maintain the security of the entire Condominium.

ARTICLE III UNIT OWNER CONSULTATION AND DISPUTE RESOLUTION

SECTION 3.01 Designated Representatives. Each Unit Owner shall designate in writing one or more persons as the proper party to contact regarding issues that arise at the Condominium. A Unit Owner may designate separate parties for specific purposes such as a contact for maintenance issues or a contact for security issues.

SECTION 3.02. Scheduled Meetings. Representatives of each Unit Owner shall attend regularly scheduled meetings to discuss the Unit Owner's concerns and issues involving the operation of the Condominium. Scheduled meetings shall be held not less than once each quarter of every calendar year, or more frequently if requested by either Unit Owner.

SECTION 3.03. Dispute Resolution. If any disputes, claims or controversies arising under or relating to this Agreement or the operation of the Condominium cannot be resolved through negotiation and mutual agreement, then either Unit Owner may elect to have the dispute resolved by binding arbitration. If the Unit Owners cannot agree upon an arbitrator, the arbitrator shall be a real estate management professional appointed by the then sitting president of BOMA-Wisconsin. The arbitration shall take place in Milwaukee, Wisconsin. The Unit Owners shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the arbitrator to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the arbitration. The arbitration shall be informal and conformity to the legal rules of evidence shall not be required. The arbitrator shall submit a written decision which shall be binding upon the Unit Owners. Judgment upon any arbitration award rendered by the arbitrator may be entered in any court of competent jurisdiction. This arbitration provision shall survive if this Agreement should be adjudged null and void or should be canceled or terminated for any reason. Notwithstanding the above, either party may, at their option, pursue claims for amounts due under this Agreement or the Declaration or injunctive relief without affecting either parties' obligation to arbitrate.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Notices. All notices, requests, demands, or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within five days after deposit in the United States mail, postage prepaid, certified mail, with return receipt requested, to 814 W. Wisconsin, Milwaukee, WI Attn: Paula Koch. Either party hereto may change the address at which it receives written notices by so notifying the other party hereto in writing.

SECTION 4.02. Independent Contractor. Each unit owner is an independent contractor and not an employee of the Association for any purpose.

SECTION 4.03. Amendment. This Agreement may not be amended or modified unless such amendment or modification is in writing and signed by both parties to this Agreement.

SECTION 4.04. Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors and assigns; provided, however, that this Agreement may not be assigned without prior

written consent of both Unit Owners. Anything in the forgoing to the contrary notwithstanding, a Unit Owner may, without the consent of the other Unit Owner, delegate the performance of (but not responsibility for) such Unit Owner's Management Duties to any independent contractor or entity.

SECTION 4.05. Choice of Law. This Agreement has been made and entered into in the State of Wisconsin, and the laws of such state so govern the validity and interpretation of this Agreement and the performance due hereunder.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned have executed this Management Services Agreement as of the day and year set forth above.

CITY OF MILWAUKEE

By: _____
Name: _____
Title: _____

VILLARD SQUARE GRANDFAMILY
MILWAUKEE, LLC

By: _____
Name: _____
Title: _____

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