

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is made this ____ day of October, 2026 between the Wisconsin Center District (the “WCD”), and Martin Brooks (“Brooks”).

WHEREAS, Brooks was formerly employed by the WCD as its President and Chief Executive Officer pursuant to an Employment Agreement dated February 7, 2025 (the “Employment Agreement”);

WHEREAS, on July 22, 2026, the WCD’s Board of Directors voted to terminate Brooks’ Employment Agreement as President and Chief Executive Officer;

WHEREAS, on July 22, 2026, Brooks, by and through his counsel, delivered to the WCD a Notice of Claims pursuant to Wis. Stat. § 893.80 (the “Notice of Claim”), asserting claims against the WCD arising out of the Employment Agreement and the termination of Brooks’ employment, including without limitation claims for breach of contract, breach of the implied covenant of good faith and fair dealing, unpaid wages under Wis. Stat. § 109.01 et seq., violation of due process, and indemnification under WCD Bylaw Section 11.01;

WHEREAS, also on July 22, 2026, Brooks, through his counsel, delivered to the WCD Board of Directors a separate written demand for advance payment of attorney fees in the amount of Eighty-Five Thousand Four Hundred Forty-Three and 00/100 Dollars (\$85,443.00) pursuant to WCD Bylaw Sections 11.01 and 11.02 (the “Attorney Fee Demand”);

WHEREAS, the WCD disputes the claims asserted in the Notice of Claim and the Attorney Fee Demand and denies any liability or wrongdoing whatsoever, and Brooks disputes and denies claims asserted by WCD in terminating his Employment Agreement and denies any liability or wrongdoing whatsoever;

WHEREAS, the WCD is currently holding in escrow a check in the amount of \$5,041.02 (the “Escrow Check”) that was previously delivered to the WCD by or on behalf of Brooks in connection with certain expenditures made using a WCD credit card, which expenditures have been fully reimbursed to WCD by the recipients of said expenditures;

WHEREAS, the parties wish to resolve, compromise, and fully and finally settle any and all disputes, claims, and matters between them, including but not limited to those raised in the Notice of Claim and the Attorney Fee Demand, and in WCD termination communications to Brooks, without the further expense, delay, and uncertainty of litigation; and

WHEREAS, the parties have negotiated the terms of this Agreement at arm’s length, each being represented by counsel;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, it is agreed as follows:

1. Settlement Payment. In full and final settlement of all matters addressed in this Agreement, including without limitation the Notice of Claim and the Attorney Fee Demand, and

without any admission of liability, the WCD shall pay to Brooks a lump-sum settlement payment in the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) (the "Settlement Payment"). The Settlement Payment shall be made by check or wire transfer payable to Kravit, Hovel & Krawczyk s.c. IOLTA Trust Account within ten (10) business days following the Effective Date of this Agreement. For purposes of this Agreement, the "Effective Date" shall mean the eighth (8th) calendar day following the date on which Brooks executes this Agreement, provided that Brooks has not revoked this Agreement during the Revocation Period described in Section 10 below. The parties acknowledge and agree that \$300,000 of the Settlement Payment constitutes wages for federal, state, and local tax purposes ("Wage Payment") and shall be subject to all applicable tax withholdings, including federal and state income tax withholding, Federal Insurance Contributions Act ("FICA") withholding, and any other withholdings required by law. It is agreed \$50,000 of the Settlement Payment represents damages paid to Brooks for alleged violations of due process and/or other constitutional claims in the Notice of Claim ("Due Process Payment"). The WCD shall report the \$300,000 Wage Payment on an IRS Form W-2 and on any corresponding state or local tax form as required by applicable law, and by separate check for \$50,000, issue an IRS Form 1099. The net amount of the Wage Payment after all required withholdings shall be remitted to Brooks in the manner described above. Brooks shall be solely responsible for the payment of any and all taxes, penalties, or interest assessed against Brooks with respect to the Wage Payment, including any taxes in excess of those withheld by the WCD. Brooks shall not be responsible for WCD tax issues with respect to withholdings or other tax reporting claims as determined and filed solely by WCD. Brooks agrees to indemnify, defend, and hold harmless the WCD from and against any and all final claims, demands, deficiencies, penalties, assessments, levies, interest, costs, and expenses (including reasonable attorneys' fees) resulting from or arising out of any failure by Brooks to pay any taxes due on the Wage Payment or Due Process Payment, or from any claim that the tax treatment described in this Section 1 is incorrect. WCD agrees to indemnify, defend, and hold harmless Brooks from and against any and all final claims, demands, deficiencies, penalties, assessments, levies, interest, costs, and expenses (including reasonable attorneys' fees) resulting from or arising out of any failure by WCD in its tax reporting of the Wage Payment or Due Process Payment. Each party agrees to cooperate in good faith with the other in connection with any tax audit or proceeding relating to the Settlement Payment.

2. Return of Escrow Check. Within ten (10) business days following the Effective Date of this Agreement, the WCD shall return the Escrow Check to Brooks, uncashed and undeposited. The parties make no admission regarding the propriety or impropriety of the expenditures to which the Escrow Check relates, and the return of the Escrow Check shall not be construed as a waiver of any position previously taken by the parties or an admission of wrongdoing with respect to those expenditures.

3. Attorney Fee Demand; Withdrawal of Notice of Claim.

a. Attorney Fee Demand. The parties agree that the Settlement Payment set forth in Section 1 of this Agreement constitutes full and complete satisfaction of the Attorney Fee Demand made by Brooks on July 22, 2026 pursuant to WCD Bylaw Sections 11.01 and 11.02, in the amount of \$85,443.00. Brooks hereby withdraws the Attorney Fee Demand in its entirety, with prejudice, effective upon the Effective Date of this Agreement.

b. Withdrawal of Notice of Claim. Following the Effective Date of this Agreement, Brooks shall forthwith withdraw the Notice of Claim in writing based on receipt of the Settlement Payment in Paragraph 1.

4. Brooks Release of All Claims. In consideration of the Settlement Payment and the other consideration provided under this Agreement, Brooks hereby releases and forever discharges the WCD and all of its affiliated entities (including, but not limited to its and their subsidiary, parent, sister, partner and related companies or entities), predecessors and successors, and its and their past, present and future officers, directors, agents, employees, shareholders, members, managers, partners, attorneys, executors, employee benefit plans, insurers, assigns and other representatives of any kind (the WCD and all of the other aforementioned released entities and individuals are referred to hereinafter collectively as the “Released Parties”) of and from any and all claims, contracts, judgments and expenses (including attorneys’ fees and costs of any kind), whether known or unknown, which Brooks has or may have against the Released Parties, or any of them, for or by reason of any transaction, occurrence, matter, event, cause or thing whatsoever which has occurred prior to or on the date of this Agreement, including without limitation the claims asserted or that could have been asserted in the Notice of Claim and the Attorney Fee Demand, and the decision by the WCD to terminate Brooks’ employment. This Release as stated includes, but is not limited to: (i) all claims arising under or related to the Employment Agreement, including any claim for compensation, severance, bonus, or benefits of any kind; (ii) claims for breach of contract (express or implied), breach of the implied covenant of good faith and fair dealing, tort, misrepresentation, defamation, invasion of privacy, wrongful discharge, or violation of public policy; (iii) claims for unpaid wages under Wis. Stat. § 109.01 et seq. or any other wage payment law; (iv) claims for violation of due process or any other constitutional provision, whether under the Wisconsin or United States Constitution; (v) claims for indemnification, including under WCD Bylaw Section 11.01 or 11.02, including without limitation the Attorney Fee Demand dated July 22, 2026; (vi) claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended (the “ADEA”), the Older Workers Benefit Protection Act of 1990 (the “OWBPA”), the Wisconsin Fair Employment Act, the Americans With Disabilities Act of 1990, as amended, the Civil Rights Act of 1991, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standards Act, the National Labor Relations Act, the Occupational Safety and Health Act, any amendments of the foregoing laws, and/or any other federal, state or local law, statute, ordinance or regulation; and (vii) any other claims arising out of or connected with Brooks’ employment with or separation from the WCD. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver or release by Brooks of any rights or claims to (a) vested pension benefits or other vested benefits under any employee benefit plan governed by ERISA or applicable law, (b) any rights to unemployment or workers’ compensation benefits, or (c) any rights or claims that cannot be waived as a matter of law. This Release of all claims does not release the obligation of WCD to indemnify and hold Brooks harmless of and from claims against him by third parties arising out of his employment by WCD, including reasonable attorney fees, as provided for in WCD by-laws and Wisconsin law. WCD shall not contest any filing by Brooks for unemployment compensation.

5. WCD Release of Brooks. WCD hereby releases and forever discharges Brooks of and from any and all claims, contracts, judgments and expenses (including attorneys’ fees and costs of any kind), whether known or unknown, which WCD may have against Brooks, for or by reason of any transaction, occurrence, matter, event, cause or thing whatsoever which has occurred

prior to or on the date of this Agreement. WCD states and affirms that it has no knowledge of any claim or cause of action of any kind against Brooks, whether or not related to or arising out of his employment, other than what is stated in the WCD July 22, 2026 letter of termination, which Brooks denies and this Agreement resolves. In the event any Released Party other than WCD brings any claim directly or indirectly against Brooks, the Paragraph 4 Release of All Claims shall not apply to such Released Party.

6. Cooperation with Government Agencies. Nothing in this Agreement, including Sections 5, 6, or 7 of this Agreement: (i) interferes with Brooks' right or responsibility to give testimony under oath or to make statements or otherwise provide information to a government agency; (ii) prohibits Brooks from filing a charge or complaint with, making a report to, participating in any investigation or proceeding conducted by, or otherwise cooperating with the U.S. Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), or any other federal, state or local government agency or commission, or (iii) prohibits Brooks from making other disclosures that are protected under the whistleblower provisions of any federal, state or local law. By executing this Agreement, Brooks is waiving and disclaiming any right to a remedy or to recover benefits or monetary awards in connection with any action (whether brought by Brooks, the EEOC, the NLRB, OSHA, any other government agency, or any other person or entity) arising out of or based on any transaction, occurrence, matter, event, cause or thing whatsoever which has occurred prior to or on the date of this Agreement.

7. Return of Materials; Disclosures; Miscellaneous.

a. Brooks represents, warrants and certifies that: (i) Brooks has not and will not disclose to others any confidential or proprietary information of the WCD other than as required by law; (ii) Brooks has returned, and has not retained copies of, any records, files, manuals, reports, notes, or other documents or materials, whether in written, electronic or other form, that contain confidential or proprietary information of the WCD or its affiliated entities other than documents he brought to his WCD employment, personal mementos and contacts information; and (iii) Brooks has returned to the WCD any and all passwords, keys, credit cards, computers and computer equipment, hardware and software, cell phones, and other items of known WCD property in his possession.

b. WCD shall advise its Board and Employees not to discuss any details of Brooks' departure or the terms of this Agreement. The parties understand that Board Members are community members whose primary businesses are not administered by WCD. WCD has admonished its Board members and employees with knowledge not to discuss the terms of this Agreement. The parties understand and agree that nothing in this Agreement prevents Brooks or members of the Board from making statements defending himself or themselves publicly or privately from any allegations of misconduct.

8. Employment Reference. In response to any inquiry from a prospective employer or other third party seeking employment verification or reference information regarding Brooks, the WCD shall provide only the following information: Brooks' dates of employment with the WCD (approximately 2017 through July 22, 2026), his title as President and Chief Executive Officer, and that there are no outstanding claims against Brooks. All employment verification inquiries

shall be directed to the WCD's Human Resources department. The WCD shall instruct its officers, directors, and employees to limit their responses to employment verification inquiries consistent with this Section.

9. No Admission of Wrongdoing. Neither this Agreement nor the furnishing of the consideration provided for in this Agreement shall be deemed or construed at any time or for any purpose as an admission of liability by the Released Parties, or by Brooks, or that any of the Released Parties or Brooks has acted improperly, unlawfully or in violation of any law, rule, regulation, contract, or fiduciary duty. Liability for any and all claims for relief is expressly denied by the Released Parties, and Brooks expressly denies any wrongdoing in connection with the matters raised by the WCD, including with respect to the expenditures giving rise to the Escrow Check.

10. Representations and Acknowledgments Regarding Age Claims. Brooks represents, warrants and acknowledges that: (i) Brooks has been advised in writing by the WCD to consult with an attorney prior to executing this Agreement, and has in fact done so; (ii) Brooks has full authority to enter into this Agreement and to release the claims described herein; (iii) Brooks has not assigned or transferred, or purported to assign or transfer, to any person or entity any claim released under this Agreement; (iv) Brooks specifically acknowledges that Brooks is knowingly and voluntarily waiving and releasing any rights Brooks may have under the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers Benefit Protection Act of 1990 (collectively, the "ADEA/OWBPA Claims"), and that the consideration given for the waiver and release of such ADEA/OWBPA Claims is in addition to anything of value to which Brooks would otherwise be entitled; (v) Brooks has been given a period of at least twenty-one (21) calendar days from the date of receipt of this Agreement within which to consider whether to execute this Agreement (the "Consideration Period"), and Brooks may execute this Agreement at any time during the Consideration Period, it being understood that any changes to this Agreement, whether material or immaterial, do not restart the running of the Consideration Period; and (vi) Brooks has been informed that Brooks has the right to revoke this Agreement within seven (7) calendar days after executing it (the "Revocation Period") by delivering written notice of revocation to the WCD's counsel before the expiration of the Revocation Period, and that this Agreement shall not become effective or enforceable until the Revocation Period has expired without Brooks having exercised Brooks' right of revocation.

11. Dispute Resolution. The parties agree that if Brooks or WCD believe he or they have claims under this Agreement ("Dispute") the Disputant shall first notify Brooks or WCD in writing delivered by email or other method confirming receipt of all facts relating to the Dispute and identify the provision(s) of this Agreement allegedly violated. The recipient of the Dispute notice shall have 10 business days to respond, also in writing containing all known facts relating to the Dispute. The parties shall consider private resolution of the Dispute in good faith, by direct meeting or communication. The parties may, but are not required to, use a private mediator to assist in resolution. Only if the Dispute remains unresolved after doing what is required in this paragraph may any party initiate litigation.

12. Brooks Legacy. WCD agrees to continue to recognize Brooks' contribution to the success of WCD during his employment, and in particular the negotiation for, expansion,

construction, and operation of the Baird Center. The Dedication Plaque shall be maintained as presently displayed.

13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin (without regard to choice of law doctrines).

14. Miscellaneous. The parties acknowledge that they have read this Agreement, that the parties are fully aware of its contents and its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement, that all agreements and understandings between the parties regarding the subject matter of this Agreement are embodied and expressed herein, that Brooks has been afforded at least twenty-one (21) calendar days to consider this Agreement, that Brooks has seven (7) calendar days following execution to revoke this Agreement, and that Brooks enters into this Agreement freely, knowingly and without coercion and not in reliance upon any representations or promises made by the WCD or its agents, other than those contained herein.

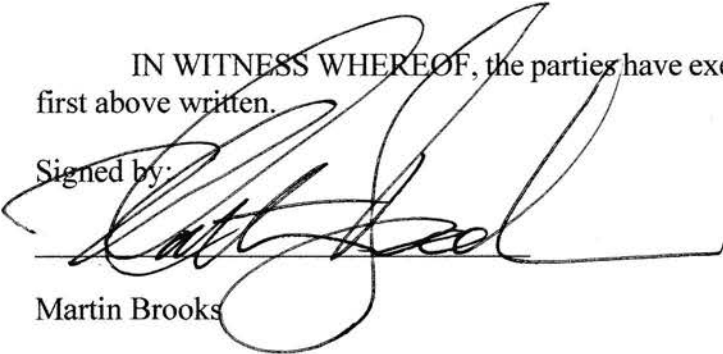
15. Entire Agreement. Brooks acknowledges that this is the entire agreement between Brooks and the WCD. This Agreement may not be modified or cancelled in any manner except by a writing signed by both Brooks and an authorized WCD official.

16. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures may be relied upon as the true and correct signatures of the undersigned.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed by:


Martin Brooks

THE WISCONSIN CENTER DISTRICT

By: _____

Name: _____

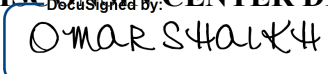
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed by:

Martin Brooks

THE WISCONSIN CENTER DISTRICT

By:  _____
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Name: OMAR SHAIKH _____

Title: CEO _____

10/23/2026