9.9.22

SECOND AMENDMENT TO THE DURATECH DEVELOPMENT AGREEMENT

This Second Amendment to the Duratech Development Agreement (hereafter "Amendment") is made by and among the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("**City**"), and **Commercial Properties Partners, LLC**, a Wisconsin Limited Liability Company with principal offices located at 3216 Commerce Street, La Crosse, Wisconsin 54603 ("Owner") and **DuraTech Industries, Inc.**, a Wisconsin corporation with principal offices located at 3216 Commerce Street, La Crosse, Wisconsin 54603 ("Tenant"). The Owner and Tenant are collectively referred to herein as ("**Developer**").

This space is reserved for recording data

Return to

City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

WITNESSETH:

Whereas, the parties entered into a Duratech Development Agreement which was recorded with the Register of Deeds on June 13, 2017, which was amended with the First Amendment to the Duratech Development Agreement recorded with the Register of Deeds on August 20, 2020, and

Whereas, the Development Agreement provided for the creation of tax base and helped stabilize the business during the economic impact of the pandemic, as well as the potential reimbursement of certain development incentives of the Developer, and

Whereas, the parties mutually agree that the development agreement should be terminated.

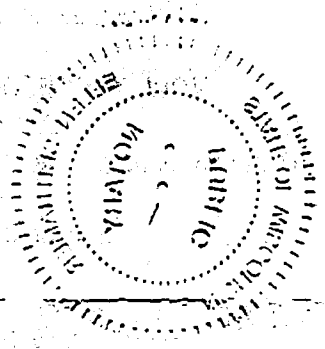
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. Section 8.13 is hereby amended to read as follows:

   8.13. Termination. Except for Section 2.10 (Indemnity), 2.13 (Record Retention), and 8.5 (Survival), which shall survive the termination of this Agreement, this Agreement and all obligations hereunder, shall terminate on September 1, 2022. This Agreement may also be terminated as provided in Article IV (Conditions Precedent to City), Article V (Conditions Precedent to Developer Obligations), and Section 8.9 (Conflict of Interest) hereto.

2. **Execution of Amendment**. Developer shall sign, execute and deliver this Amendment to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City. Developer's failure to sign, execute and cause this Amendment to be received by the City within said time period shall render the Amendment null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the Amendment, the City shall sign and execute the Amendment.

5. **Authority to Sign**. The person signing this Amendment on behalf of Developer certifies and attests that its respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give full and


OFFICE OF THE SECRETARY OF DEFENSE
WASHINGTON
D.C.

complete authority to bind Developer, on whose behalf the person is executing this Amendment. Developer assumes full responsibility and holds the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation.

IN WITNESS WHEREOF, the parties to this Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this 6 day of Dec, 2022.

DEVELOPER: Commercial Properties Partners, LLC

BY: _____

Justin Pretasky

DEVLOPER: DuraTech Industries, Inc.

BY: _____

Peter L. Johnson

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this 6 day of Dec, 2022, the above-named Justin Pretasky & Peter Johnson, the managing members of the Developer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ellen Seithamer
Notary Public - State of Wisconsin
My Commission 3/28/25

CITY OF LA CROSSE, WISCONSIN: (SEAL)

_____
Mitch Reynolds, Mayor

Sondra Craig
~~Nikki Elsen~~, City Clerk, Deputy (SC)
Sondra Craig

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally came before me this 3 day of Jan., ~~2022~~ 2023 SC, the above named Mitch Reynolds, Mayor, and ~~Nikki~~ Sondra Craig ~~Elsen~~, Deputy (SC) City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lindsay Brown
Notary Public - State of Wisconsin
My Commission 02/25/2025

LINDSAY BROWN NOTARY PUBLIC STATE OF WISCONSIN

This Document Was Drafted By:
Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511