

## Certificate

This Certificate is given by the City of La Crosse, Wisconsin ("City"), in relation to the Charmant Hotel Development Agreement made by and between the City, and The Charmant Hotel, LLC ("Developer"), dated December 22, 2014 and January 5, 2015 (the "Agreement"), and recorded [or a notice of which was recorded] in the La Crosse County Register of Deed's Office on January 21, 2015, as Document No. 1650903.

The Agreement contains a number of conditions precedent and alternatives. Specifically, Article IV of the Agreement contains a list of Conditions Precedent to the City's Obligations, and also a procedure for the City to issue a Certificate confirming that the Conditions Precedent have been satisfied. Developer has requested this Certificate, and the City is providing this Certificate under the terms of that Article IV, and to confirm other parts of the Agreement.

Therefore, for good and valuable consideration, the City certifies as follows.

**A. City's Conditions Precedent.**

- 4.1 Existence. Developer has satisfied this requirement.
- 4.2 Incumbency; Due Authorization. Developer has satisfied this requirement.
- 4.3 No Violation or Default. Developer has satisfied this requirement.
- 4.4 Financing Commitment. Developer has satisfied this requirement, has closed the loans, and has provided copies of the documents in connection with the construction loan, to the City.
- 4.5 Plans and Specifications. Developer has satisfied this requirement.
- 4.6 Survey. Developer has satisfied this requirement.
- 4.7 Insurance. Developer has satisfied this requirement.
- 4.8 Amendment of TID #11 and TID Project Plan. These amendments have been approved by all appropriate governmental entities, and are final.
- 4.9 Financial Statements. The Agreement already confirmed this obligation was satisfied.
- 4.10 Acquisition of Real Estate. The Developer has acquired fee simple title to the Real Estate, and this requirement is satisfied.
- 4.11 Approvals and Permits. Developer has satisfied this requirement.
- 4.12 Compliance with Law. As of the date of this Certificate, Developer has satisfied this requirement.

4.13. **Compliance with Agreements.** On the date of this Certificate, Developer is in material compliance with the Agreement, and with all other agreements it may have with the City.

Therefore, the conditions in Article IV of the Agreement are deemed satisfied, and the rights of the City to terminate the Agreement for failure of satisfaction of these conditions is terminated.

B. **Developer's Conditions Precedent.** Regarding the Developer's Conditions Precedent in Article V, City confirms that Developer has waived these Conditions and the City has accepted that waiver.

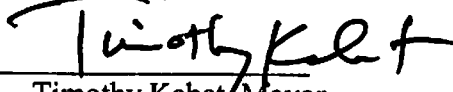
C. **TIF Formula.** The "Monetary Obligation" defined in paragraph 1.3(h)(1), and detailed in 3.1 of the Agreement, provided for two alternative payment schedules, depending on whether Developer received WEDC grant funding or not. Developer has provided sufficient evidence to the City that Developer did not secure WEDC grant funding for the Project, and therefore the City confirms that the formula alternative shown in Section 3.1(b) will be the effective grant formula for the Agreement.

D. **Exhibit G.** Exhibit G contained an approximate example of how the Increment would be measured. Now that the actual tax assessment for the Real Estate is known, both for the 2014 base year for the Increment and the 2015 assessment, Exhibit G is replaced with the Revised Exhibit G attached hereto. It is clarified that since the City approved the Monetary Obligation in 2014, it is the 2014 assessment for the Real Estate that will be the base assessment for measuring the Tax Increment, as defined in Section 1.3(p) of the Agreement.

E. **Commencement of Construction.** City confirms that Developer did commence construction of the Project on or before April 15, 2015, as required in Section 2.2(b).

Dated this 6<sup>th</sup> day of August, 2015

City of La Crosse, Wisconsin

By:   
Timothy Kabat, Mayor