

**RIGHT OF FIRST REFUSAL
WEST BUILDING PARCEL**

Document Number

Document Title

Recording Area

Drafted by, Name and Return Address:

City Attorney
400 La Crosse Street
La Crosse, WI 54601

PIN: See Exhibit A

This Agreement is made and entered into on this 11th day of December, 2025, by and between, **3RealEstate, LLC ("Grantor")** and **The City of La Crosse, Wisconsin, ("Grantee")**.

In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration from Grantee to Grantor, the receipt of which is hereby acknowledged, including the execution by Grantee and others, of the Second Amendment to the 333 Front Street Development Agreement, the parties agree as follows:

1. Right of first refusal. Grantor grants to Grantee a right of first refusal, on the terms contained herein, for the purchase of the real property located in the City of La Crosse, County of La Crosse, State of Wisconsin, more particularly described as the West Building Parcel in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**West Building Parcel**"). Grantor and Grantee agree that if Grantor receives a bona fide written offer from an unrelated third party (an "**Offer**"), for the purchase of all or any part of the West Building Parcel, which Offer Grantor is willing to accept, Grantor will deliver to Grantee a written notice thereof, (a "**Sale Notice**"), and will send Grantee a copy of the proposed contract of sale to such third party (or summary of the material financial terms thereof). Grantee shall have the right for a period of 30 days after the receipt of such Sale Notice (the "**Response Period**"), to enter into a contract for the sale of the West Building Parcel at the same price and on the same terms as contained in the proposed contract of sale to the third party (a "**Purchase Election**"), which right of Grantee shall be paramount to the rights of the third party. If Grantee fails to exercise any such preemptive right within the Response Period or fails to close upon the purchase of the West Building Parcel pursuant to the terms of the Purchase Election, then Grantor shall be able to enter into a contract for the sale of the West Building Parcel with the third party on the material terms identified in the Sale Notice, and this Right of First Refusal shall terminate. As used herein, the term "third party" shall mean a person or entity which is not related to, affiliated with, or under control by or common control with, Grantor, or any parent or subsidiary thereof.

2. Term of right of first refusal. This right of first refusal shall continue in effect until the earlier of (i) the conveyance of the West Building Parcel in fee simple to either Grantee or to a third party pursuant to the right of first refusal described above, or (ii) December 17, 2045 (the "**Termination Date**"). If the West Building Parcel is not conveyed in fee simple to Grantee or to a third party pursuant to the right of first refusal described above, this right of first refusal shall expire after the Termination Date. Upon the termination of this right of first refusal,

either by a conveyance of the West Building Parcel or by expiration of time, Grantee shall deliver to Grantor a signed and acknowledged document stating this right of first refusal has terminated and that Grantee expressly relinquishes all rights created under this right of first refusal.

3. Other conveyances. Notwithstanding anything to the contrary contained herein, an "Offer" subject to this right of first refusal shall not include the following, which shall be expressly permitted without any obligation to notify the Grantee, or grant any right to purchase:

(a) Any transfer by whatever means between, to, or among any party or parties that are affiliates of, affiliated with, comprised of, parents or subsidiaries of, or successors to Bellin Gundersen Health System, Inc. and/or Emplify Health;"

(b) Any sale or transfer by whatever means, of any part of the West Building Parcel to the Grantee, to the Redevelopment Authority, the County of La Crosse, including in connection with any road widening or road or utility work, or easement relocation, or as an exchange of land with any of them for other easement or road rights; or

(c) Any transfer of the ownership of the West Building Parcel by foreclosure or condemnation.

It is emphasized that in the case of any transaction that is not an Offer as defined herein, the Grantee shall have no right of first refusal, or rights of notice, and Grantee agrees to provide, within 5 business days of request, a confirmation that there is no right of first refusal on such transaction. Further, Grantee hereby irrevocably appoints Grantor as attorney-in-fact for Grantee with full power and authority to execute and deliver in the name of Grantee any such instrument if Grantee fails to execute and deliver the same within the time period as aforesaid.

4. Grantor's right to encumber and lease. Notwithstanding anything to the contrary contained in this agreement, Grantor shall have the right during the term of this right of first refusal to mortgage or otherwise encumber the West Building Parcel and to grant leases for and easements on, all or parts of the West Building Parcel.

5. No assignment by Grantee. Unless Grantor gives written consent, Grantee shall not assign its rights under this right of first refusal agreement. Any direct or indirect assignment of Grantee's rights under this agreement shall automatically terminate this right of first refusal and all of Grantee's rights hereunder.

6. Recording. This agreement shall be executed in recordable form, and if Grantee elects, may be recorded at Grantee's expense with the La Crosse County Register of Deeds.

7. Binding effect. This right of first refusal shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, except as otherwise provided herein.

8. Headings. The headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

9. Governing law. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. Entire agreement. This agreement supersedes all prior agreements between the parties with regard to the subject matter hereof, and there are no other understandings or agreements between them. This agreement can only be modified by a written instrument signed by both Grantor and Grantee.

12. Notices and correspondence. All notices and correspondence shall be sent by certified mail, return receipt, to the parties hereto and the following addresses:

If to Grantor, to: Attn: Dan Lilly
 3RealEstate, LLC
 1900 South Avenue
 Mail Stop: FS6-004
 La Crosse, WI 54601

With a copy to:
Attn: Adam Finkel
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

If to Grantee, to: City Attorney
 City of La Crosse
 400 La Crosse Street
 La Crosse, WI 54601

Either party may change the above address by sending a certified letter, return receipt requested, to the other party setting forth such changed address.

The parties hereto have executed and delivered this agreement the day and year first above written.

Grantor:
3RealEstate, LLC

By: Gundersen Lutheran Administrative
Services, Inc., a Wisconsin
corporation, its sole member

By: _____
Scott W. Rathgaber, CEO

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this ____ day of December , 2025, the above-named Scott W. Rathgaber, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

THE CITY OF LA CROSSE

By: Tamra Dickinson
~~Shaundel Washington Spivey, Mayor~~
Tamra Dickinson, Council President

By: Nikki Elsen
Nikki Elsen, City Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF LA CROSSE)

Personally came before me this ____ day of December, 2025, the above-named ~~Shaundel Washington Spivey, as Mayor~~ ^{Tamra Dickinson, Council President} and Nikki Elsen, as City Clerk, of the City of La Crosse, to me known to be the persons who executed the foregoing instrument and acknowledged same.

Brenda L. Buddenhagen
Notary Public, State of Wisconsin
My commission: 11-2-26
Brenda L. Buddenhagen



EXHIBIT A
Legal Description of West Building Parcel

The "West Building Parcel" shall be defined as follows:

Lot 5, Certified Survey Map filed January 19, 1999 in Volume 8 Page 124, Document No. 1218452, being a part of Blocks 3 & 4 of River Addition and part of Government Lot 2, and part of Government Lot 3, Section thirty-one (31), Township sixteen (16) North, Range seven (7) West EXCEPT that portion of said Lot 5 conveyed to the City of La Crosse, Wisconsin, a Wisconsin municipal corporation in quit claim deed recorded April 6, 2016 at Document No. 1672286, said EXCEPTED PORTION being more particularly described as follows:

Beginning at the southwest corner of said Lot 5, thence the next 2 calls along the west line of said Lot 5: (1) n 05° 25' 01" e 105.68 feet; (2) n 09° 17' 32" w 33.79 feet; thence s 33° 46' 50" e 66.62 feet to the beginning of a 224.00 foot radius curve, concave to the west; thence 128.99 feet along the arc of said curve, the chord of which bears s 17° 17' 03" e 127.21 feet to the south line of said Lot 5; thence along said south line n 64° 15' 05" w 88.10 feet to the Point of Beginning, City and County of La Crosse, State of Wisconsin.

Tax Key No.: 17-20280-070.