

8.6. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of the City. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum ninety (90) days. The Economic Development Commission shall otherwise oversee the day-to-day operations of this Agreement.

8.7. Notices. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn: City Clerk
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

with a copy to: Attn: City Planner
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601

To the Developer: Attn: President/CEO
Impact Seven, Inc.
2961 Decker Drive
Rice Lake, WI 54868-7522

With a copy to Developer's Investor Member:
Wells Fargo Affordable Housing Community Development Corp.
301 S. College Street, 17th Floor
MAC D1053-170
Charlotte, NC 28202-6000
Attn: Director of Asset Management

With a copy to Developer's Lender:
Cinnaire Lending Corporation/Cinnaire Investment Corporation
[225 West Washington, Suite 1350](#)
[Chicago, IL 60606](#)
[Attn: Zina Risk](#)

8.8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of parties of equal bargaining strength. Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in La Crosse County. Each party waives its right to change venue.

8.9. Conflict of Interest. Developer shall avoid all conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. Developer is familiar with the City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Section 2-133 of the City of La Crosse Municipal Code. Developer agrees not to offer any City officer or designated employee any gift prohibited by said Code. The offer or giving of any prohibited gift shall constitute a material breach of this