

**Third Amendment to Use Agreement
Between the City of La Crosse,
Northwoods League, Inc.,
and La Crosse Baseball, LLC**

This Amendment is made as of the 9th day of March, 2017 by and among **La Crosse Baseball, LLC**, a Wisconsin limited liability company, at 1610 Lakeshore Drive, La Crosse, Wisconsin, 54603 ("La Crosse Baseball"), **Northwoods League, Inc.**, a Wisconsin corporation, at 403 East Center Street, Rochester, Minnesota, 55904 ("Northwoods"), and the **City of La Crosse**, Wisconsin, a Wisconsin municipal corporation, at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("City").

WHEREAS, the City previously entered into a Use Agreement with La Crosse Baseball and Northwoods, including a First Amendment and Second Amendment, and

WHEREAS, the parties to the lease desire to enter into a Third Amendment allowing for the sale of wine.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Paragraph 7(b) (5) shall be amended as follows:

5) Subject to applicable law, the Loggers shall sell state or locally manufactured fermented malt beverages and wine.

2. **Entire Agreement.** This Amendment contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Amendment which are not fully expressed herein. Except as otherwise amended by this Third Amendment, the aforesaid Use Agreement entered into on September 5, 2013, and as amended by the First and Second Amendment, shall remain in full force and effect. This Amendment may not be amended, except pursuant to a written instrument signed by the parties.

3. **Representations and Warranties.** Each party to this Amendment represents and warrants that it and the signatories below have the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as otherwise provided within this Amendment.

4. **Severability.** Should any part, term, portion or provision of this Amendment, or the application thereof to any person or circumstances be in conflict with any state or federal law, or otherwise be rendered unenforceable, it shall be

deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

5. **Governing Law.** This Amendment shall be governed by the laws of the State of Wisconsin as to interpretation, performance and choice of law and shall be deemed to have been drafted through the combined efforts of both parties of equal bargaining strength. Any action at law or in equity relating to this Amendment 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by the duly authorized representatives as to the date and year first above written.

Dated: 03 MAY 2017

Subscribed and sworn to me before this 3rd day of May, 2017.

LA CROSSE BASEBALL, LLC:
BY: Daniel E. Kapanke
Daniel E. Kapanke, Owner-Member
BY: Alice R. Kapanke
Alice R. Kapanke, Owner-Member

Leida M. Heebner
Notary Public, State of Wisconsin
County of: La Crosse
My commission: May 27, 2019

Dated: 05/04/2017

Subscribed and sworn to me before this 4th day of May, 2017.

CITY OF LA CROSSE, WISCONSIN:
BY: Timothy Kabat
Timothy Kabat, Mayor
BY: Teri Lehrke
Teri Lehrke, City Clerk


Heidi L. Stein
Notary Public, State of Wisconsin
County of: La Crosse
My commission: 12/11/2020

Dated: 4-28-17

Subscribed and sworn to me before this 28 day of April, 2017.

NORTHWOODS LEAGUE, INC.:
BY: [Signature]
(Name/Title)
BY: Ronald R. Rasatz, Jr
(Name/Title)
CHAIRMAN

Minna M. Strickland
Notary Public, State of FLORIDA
County of: St. Johns
My commission: 10/27/2017

 Minna M. Strickland
Notary Public
State of Florida
My Commission Expires 10/27/2017
Commission No. FF 63698