

LONG TERM PARKING AGREEMENT

This Long-Term Parking Agreement (the "Agreement") is entered into as of the 26th day of February, 2015, by and between La Crosse County ("County"), and Weber Holdings, LLC, a Wisconsin limited liability company ("Weber").

1. Long-Term Parking. As part of its development of County Lot C, ("Lot C") as described on Exhibit A (which is attached hereto and incorporated herein by this reference), including development of an adjacent parcel, Weber shall provide to County 125 spaces for long-term parking for County's public use as set forth herein.

a. 40 Spaces. Weber agrees that at least 40 of such spaces shall be physically located on Lot C, and will be a separate condominium unit ("Parking Condominium Unit"), dedicated for County's public parking use. Weber shall sell to County the Parking Condominium Unit no later than June 1, 2017. Weber shall give County at least 30 days' notice of the closing date of the sale of the Parking Condominium Unit. The purchase price for the Parking Condominium Unit shall be \$500,000.00 or the Weber's actual cost of developing and constructing the final Parking Condominium Unit (including hard and soft costs), determined by open-book access to Purchaser's construction costs, whichever is less, and this Unit will be responsible for its monthly condominium assessments for operating expenses of the condominium. Weber shall provide to County a title commitment confirming the title to the Parking Condominium Unit, at Closing, shall be subject to no encumbrances other than municipal and zoning ordinances, recorded building and use restrictions and covenants, recorded easements, the condominium documents creating the Unit, taxes and assessments in the year of closing, and such other encumbrances to which County has consented, and the Right of First Refusal referenced below. Sale will be by condominium deed and the purchase price, less any usual and customary prorations, shall be paid in cash at Closing.

b. 85 Spaces. The remaining 85 spaces ("Offsite Parking Spaces") will be within 700 feet of the County Law Enforcement Center, will be dedicated to County's permanent, public use (whether metered, permitted or other designated use) and will be the subject of a parking lease (the "Parking Lease"). The Parking Lease shall run for a period of 5 years after the Closing of the sale of Lot C, as provided in the Real Estate Purchase Agreement, dated February 26, 2015, entered into by and between County and Weber (the "Purchase Agreement"), and County shall have 3-5 year options to renew, subject to the right in paragraph 3 below, to consolidate the Offsite Parking Space agreement. Weber agrees that it will provide the "Offsite Parking Spaces" as provided herein, commencing on June 1, 2016, or such earlier date as Weber is able to commence providing parking under this Agreement. Rental payment under the Parking Lease for the remaining 85 Offsite Parking Spaces shall be paid by County to Weber at the then-going market lease rate for comparable parking spaces (meaning, wherever used herein, for surface spaces, underground spaces, ramp spaces, etc.), as determined by local parking utility rates as of January 1, 2016, and automatically adjusted as of January 1 of any ensuing year as such rates change from time to time (the "Parking Lease Payment Amount"). However, if the City of La Crosse is the owner of the property in which the remaining 85 Offsite Parking Spaces are situated, the rate for such parking shall be based on local parking utility rates as

referenced herein, except as otherwise negotiated by the City of La Crosse and County. If the City of La Crosse or County are, at any time in the future, the owner of the property in which the remaining 85 Offsite Parking Spaces are situated after stabilization, Weber or County can terminate this Agreement regarding the Offsite Parking Spaces and County's obligation to pay for such spaces, so that the County is renting from itself, or the City ("County Parking Consolidation Date"), at whatever rates they choose.

2. Long-Term Parking Stabilization. Weber acknowledges and agrees that, except as provided below, while 40 of the 125 spaces provided to County's public use will be located physically on Lot C, in the Parking Condominium Unit, the additional 85 Offsite Parking Spaces may be available in varying locations during the Weber's ongoing development of Lot C. Notwithstanding this, Weber and County agree that the Parking Condominium Unit will be sold to the County, and the final permanent location of each of the 85 Offsite Parking Spaces dedicated to County's permanent, public use, as set forth herein, will be stabilized by June 1, 2017, unless the County elects the option to consolidate the parking as described in paragraph 2 above on the County Parking Consolidation Date. It is clarified that, notwithstanding anything herein to the contrary, after the Development Commencement Date, as such term is defined in the Purchase Agreement, and until County purchases the Parking Condominium Unit, Weber shall have no obligation to provide parking for the 40 spaces that will be contained in the Condominium Parking Unit, and during that time, Weber only has the obligation to provide parking for the 85 Offsite Parking Spaces. Initially the 40 spaces will be surface parking on Lot C. After County purchases the Parking Condominium Unit, and until the June 1, 2017 stabilization date, Weber shall also have the ability to move the location where the 40 parking spaces allocated to the Parking Condominium Unit are located, in order to allow for excavation of that location and construction of an underground parking structure, followed by the restoration of the Parking Condominium Unit location. Upon the June 1, 2017 stabilization date, and after the restoration of the Parking Condominium Unit as provided herein, the final configuration of the Parking Condominium Unit will provide seller with 40 contiguous parking spaces for its public use.

3. Additional Consideration. Provided that Weber provides County permanent, public parking contemplated in this Agreement, beginning on June 1, 2016, and as stabilized by June of 2017, County will dedicate the sum of \$1,000,000.00 to the City of La Crosse (representative of the Purchase Price of the Purchase Agreement to which this Exhibit C is attached) towards the cost of the parking ramp which will include the 85 Offsite Parking Spaces, as provided for in more detail in a Memorandum of Understanding between the City and County, including terms for TIF reimbursement.

4. Additional Terms. As pertains to the 40 spaces contemplated by Section 2.1 of this Agreement, any improvements needed by County for the parking spaces, including maintenance, repair, striping, plowing, sweeping, taxes and installing, maintaining and policing meters, shall be done by County at its expense, unless and until the condominium association performs these duties in which case the costs will be included in the condominium assessment.

5. Right of First Refusal. The deed from Weber to the County for the Parking Condominium Unit shall provide for a right of first refusal, so if County chooses to sell that unit at


any time within 10 years of the granting of the deed, Weber shall have a right of first refusal to repurchase it (the "Right of First Refusal"). The deed shall provide that if County receives a bona fide offer from a third party for the purchase of all or any part of the Parking Condominium Unit, which offer County is willing to accept, County will give Weber written notice thereof, and will send Weber a copy of the proposed contract of sale to such third party. Weber shall have the right, for a period of 30 days after the receipt of such notice, to enter into a contract for the sale of the Parking Condominium Unit at the same price and on the same terms as contained in the proposed contract of sale to the third party, which right of Weber shall be paramount to the rights of the third party. If Weber fails to exercise any such preemptive right within the time herein specified, then County shall be able to enter into a contract for the sale of the Parking Condominium Unit with the third party at the same price and on the same terms as contained in the proposed contract of the sale sent to Weber without any restrictions, and if that sale closes, this Right of First Refusal shall expire; but providing however, if that sale does not occur on those terms, the Right of First Refusal shall continue until the end of the 10-year term.

6. Good Faith. The parties agree that, depending on the configuration of the location of the Parking Condominium Unit, they may need to work together to arrive at a system to provide for joint maintenance, joint collection of parking revenue and joint staffing of the ramp, or provision of equipment in place of staffing when completed, and agree to work in good faith to arrive at an agreement for those terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Long-Term Parking Agreement to be executed as of the date first set forth above.

LA CROSSE COUNTY

By: 
Name: Tara Johnson
Title: County Board Chair

WEBER HOLDINGS, LLC

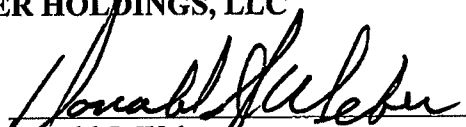
By: 
Name: Donald J. Weber
Title: Sole Member

Exhibit A to Long Term Parking Agreement

County Lot C

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 25 of the Original Plat of the Town of La Crosse, now City of La Crosse, La Crosse County, Wisconsin.

Part of Government Lot 4 in Section 31, Township 16 North, Range 7 West, La Crosse County, Wisconsin, being the vacated alley in Block 25 of the Original Plat of the Town of La Crosse, now City of La Crosse, described as follows: Commencing at the Northeasterly corner of Lot 1 in said Block 25, being the point of beginning of this description; thence Southerly along the Easterly lines of Lots 1, 2, 3, 4 and 5 in said Block 25, a distance of 300 feet more or less to the Southeasterly corner of said Lot 5; thence Easterly, along the Southerly line of said Block 25, a distance of 20 feet more or less, to the Southwesterly corner of Lot 6 in said Block 25; thence Northerly, along the Westerly lines of Lots 6, 7, 8, 9 and 10 in said Block 25, a distance of 300 feet, more or less, to the Northwesterly corner of said Lot 10; thence Westerly, along the Northerly line of said Block 25, a distance of 20 feet more less to the point of beginning.

APN: 17-20020-070

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