

ESTOPPEL CERTIFICATE

DATE: March __, 2021
FROM: City of La Crosse
TO: 3003 Airport Road, LLC

RE: Declaration of Restrictions dated November 18, 1986 and recorded December 3, 1986 in the official records of La Crosse County as No. 986258 (the "Declaration").

Ladies and Gentlemen:

This Estoppel Certificate ("Certificate") is given to 3003 Airport Road, LLC, a Wisconsin limited liability company ("Owner") by the City of La Crosse ("City"), with the understanding that a prospective tenant ("Tenant") is considering leasing 3003 Airport Road, La Crosse, Wisconsin (the "Property"), from Owner and will rely on this Certificate in connection with the lease of the Property. Capitalized terms used but not defined herein will have the meanings given to them in the Declaration.

The City hereby certifies as follows as of the date hereof:

1. No assessments or operating expenses are imposed against the Property or Owner under the Declaration. Furthermore, no work has been performed, no services have been rendered, and no costs have been incurred by the City with respect to the Property which, if unpaid, may result in an assessment or lien against the Property or Owner from the City.
2. To the undersigned's knowledge, there are no violations or uncured defaults under the Declaration related to the Property.
3. The existing improvements upon the Property consisting of an approximately 66,493 square foot building and associated parking areas have been approved pursuant to the Declaration.
4. The City acknowledges that the Plan Commission's approval rights pursuant to the Declaration apply to exterior features and improvements only. Subject to compliance with all applicable laws, the City, pursuant to its authority under the Declaration, hereby waives the requirement for Plan Commission review or consent of the installation and/or use on the Property of the items listed in the attached Exhibit A, in addition to what has been previously approved.
5. The Declaration does not prohibit Tenant/Owner from handling and storing, in compliance with all applicable law, any hazardous materials (X) contained in any packaged merchandise to be sold, handled, and/or held for shipment to customers; (Y) used for maintenance of Tenant's/Owner's trucks and machinery; and (Z) including fuel, liquefied hydrogen or other alternative fuels, or batteries for any trucks, generators, other machinery, or energy or communications equipment.
6. The right of the City to enter the Property pursuant to the Declaration, including without limitation, Article 6 of the Declaration, will be subject to the following requirements: (i) the City will provide at least 24 hours' written notice to each of Owner and Tenant (except in the event of an emergency, in which case the entering party will give such notice as is reasonable under the circumstances); (ii) the City's entry on the Property will comply with Tenant's/Owner's standard confidentiality and security procedures of which it is given notice; (iii) each of Owner and Tenant will have a right to have a representative present during the City's presence on the Property; (iv) the City's entry and presence will not materially interfere with operations on the Property; and (v) the City's right of entry will not extend to the interior of any buildings on the Property.

7. City will promptly provide to Tenant at the address provided below a copy of any default notice or any notice relating to potential defaults delivered to Owner. The City will not exercise any rights relating to such notices unless Tenant has failed to cure or remedy any act or omission of Owner within sixty (60) days after receiving written notice thereof (or within such additional period as is reasonably required to correct such default, provided that Tenant uses reasonable diligence to cure same). Notices to Tenant should be sent to: [REDACTED] (or other such address as provided by Tenant).

8. Only City may enforce the restrictions in the Declaration, as amended herein, against the Property, and no other owner may enforce the Declaration against the Property.

9. For so long as Tenant, an affiliate or a third party vendor doing business with Tenant or its affiliate, is a tenant of the Property, the Declaration may not be amended, modified or altered without the consent of Owner and Tenant in their respective reasonable discretion if such amendment, modification or alteration: (i) prohibits or limits Tenant's business operations at the Property; (ii) modifies any access points to or from the Property, or requires different parking requirements or configurations for the Property than what is currently allowed as of the date of this Amendment; or (iii) grants additional easements or rights encumbering the Property. City acknowledges that it would be reasonable for Owner/Tenant to withhold consent if such modification or amendment would materially affect Owner's/Tenant's business operations on the Property or materially increase Owner/Tenant's costs.

10. If Owner/Tenant seeks to undertake an action pursuant to the Declaration, and such action requires the consent, approval, or cooperation of City, the Plan Commission, the Common Council or their respective assigns or designees, such consent, approval, or cooperation may not be unreasonably withheld, conditioned, or delayed by such party.

11. The Declaration is in full force and effect.

12. This Estoppel Certificate may be relied on by Owner, Tenant, and their respective tenants, subtenants, lenders, successors and assigns.

CITY:

City of La Crosse

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

- a. loading and servicing areas
- b. electronic transformers and switch equipment
- c. screened emergency or stand-by generator
- d. lighting
- e. screened equipment on the rooftop including HVAC and related equipment
- f. fixtures attached to the rooftop
- g. guard shack
- h. smoking shelter
- i. fence, guard rail, screen, or other barrier for parking lots, subject to the design specifications in the Declaration
- j. nonpermanent staging of equipment
- k. screened trash, garbage, and refuse disposal areas
- l. landscaping, subject to the design specifications in the Declaration
- m. modification of traffic lanes/parking areas that does not have adverse effects to other lots in the park
- n. outside storage
- o. signage
- p. ramps
- q. grease traps
- r. fuel cells and solar or other renewable energy systems