

**FIRST AMENDMENT TO THE
2219 LOFTS DEVELOPMENT AGREEMENT**

This First Amendment to the 2219 Lofts Development Agreement (the "First Amendment") is made by and among the City of La Crosse, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 (the "City") and 2219 Lofts Limited Partnership, a Wisconsin limited partnership with offices located at 801 Washington Ave. N #108, Minneapolis, MN 55401 ("Developer").

WITNESSETH:

Whereas, the parties entered into a 2219 Lofts Development Agreement ("Development Agreement") on February 1, 2016, which was recorded on February 17, 2016 as document no. 1670227;

Whereas, it is necessary to amend the Development Agreement; and

Whereas, the parties wish to set forth in this First Amendment their respective commitments, understandings, rights and obligations as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. **Tax Base Guarantee.** Section 2.6(b) of the Development Agreement is deleted in its entirety and replaced with the following language:

Guarantee. As an additional inducement and in consideration for the City entering into this Agreement, Developer guarantees faithful performance and compliance with all terms, covenants, conditions and obligations to be kept and performed by Developer contained in this Agreement, including, without limitation, the obligation that the Project shall have an assessed value of not less than eight hundred five thousand dollars (\$805,000.00) beginning in tax year 2018 and for a period of twenty (20) years or the life of TID #14, whichever is longer. Developer agrees that this minimum assessed value on the Project shall bind the Real Estate for a period of twenty (20) years or the life of TID #14, whichever is longer.

2. **Deficiency PILOT.** Section 2.6(c) of the Development Agreement is deleted in its entirety and replaced with the following language:

Deficiency PILOT. In the event the assessed value of the Project is less than eight hundred five thousand dollars (\$805,000.00) as of January 1, 2018 or for any tax year

This space is reserved for recording data

Drafted by and when recorded return to:

City Attorney
400 La Crosse Street
Lacrosse WI 54601

Parcel Identification Number Tax Key Number

17-50281-70; 17-50018-50; 17-50260-80

thereafter for a period of twenty (20) years or the life of TID #14, whichever is longer, then the Developer or the then current owner, or its successors or assigns agrees to pay a Deficiency PILOT to the City within sixty (60) days of receipt. Said Deficiency PILOT shall be calculated by first determining the difference between the guaranteed assessed value of the Project as provided in Section 2.6(b) of this Agreement less the actual assessed value of the Project for the tax year at issue, and multiplying said difference by the total tax rate of all taxing jurisdictions as shown on tax bills issued to taxpayers in the City. This requirement shall bind the Project for a period of twenty (20) years or the life of TID #14, whichever is longer.

3. Monetary Obligation – Exhibit G. The Development Agreement's Exhibit G is deleted in its entirety and replaced with the updated Exhibit G, which is attached to this First Amendment.

4. Other Provisions. Except as described herein, all other terms, conditions, covenants and promises of the Development Agreement and all exhibits thereto shall remain unchanged and in full force and effect.

5. Execution of Amendment. Developer shall sign, execute and deliver this First Amendment to the City on or before the close of regular City Hall business hours forty-five (45) days after its final adoption by the City. Developer's failure to sign, execute and cause this First Amendment to be received by the City within said time period shall render the First Amendment null and void, unless otherwise authorized by the City. After Developer has signed, executed and delivered the First Amendment, the City shall sign and execute the First Amendment.

6. Authority to Sign. The person signing this First Amendment on behalf of Developer certifies and attests that the respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents of Developer give full and complete authority to bind Developer, on whose behalf the person is executing this First Amendment. Developer assumes full responsibility and holds the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation. Further, Developer agrees to indemnify the City against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the City resulting from or arising out of any such payment or other action, including reasonable attorney fees and legal expenses.

7. Miscellaneous. The Development Agreement, as amended by this First Amendment, remains in full force and effect and is binding on the parties' successors and assigns. This First Amendment may be executed in any number of counterparts, all of which are considered one and the same amendment notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this First Amendment, which are transmitted either or both by electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this First Amendment to the other party upon request.

[The balance of this page is intentionally left blank.]

IN WITNESS, the parties to this First Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the City this 8th day of March, 2018.

2219 Lofts Limited Partnership

By 2219 Lofts GP, LLC
Its General Partner

By: [Signature]

Print Name: Robert McCready

Its: CO-President

Subscribed and sworn before me
this 15 day of March, 2018

[Signature]
Notary Public, State of Minnesota
My Commission: January 31, 2020



City of La Crosse

By: [Signature]
Timothy Kabat, Mayor

By: [Signature]
Teri Lehrke, City Clerk

Subscribed and sworn before me
this 22nd day of March, 2018

[Signature]
Notary Public, State of Wisconsin
My Commission: Expires: 11/11/2021

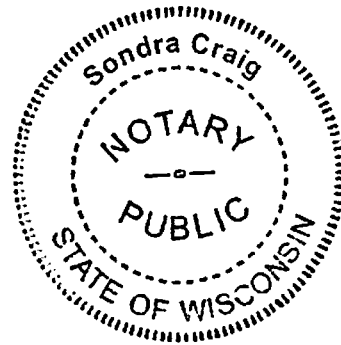


EXHIBIT G
MONETARY OBLIGATION EXAMPLE
 (2219 Lofts Development Agreement)

Tax Year (Valuation Date)	Base Year 1/1/2015	1/1/2016	1/1/2017	Guarantee 1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Base Value of Property	319,300	319,300	319,300	319,300	319,300	319,300	319,300	319,300	319,300	319,300	319,300	319,300
New Construction (0.75% appreciation thereafter)		39,500	376,300	550,200	554,327	558,484	562,673	566,893	571,144	575,428	579,744	584,092
<u>Total Assessed Value</u>	<u>319,300</u>	<u>358,800</u>	<u>695,600</u>	<u>869,500</u>	<u>873,637</u>	<u>877,784</u>	<u>881,973</u>	<u>886,193</u>	<u>890,444</u>	<u>894,728</u>	<u>899,044</u>	<u>903,352</u>
Value Increment		39,500	376,300	550,200	554,327	558,484	562,673	566,893	571,144	575,428	579,744	584,092
Mill Rate		0.0299	0.0299	0.0299	0.0299	0.0299	0.0299	0.0299	0.0299	0.0299	0.0299	0.0299
Tax Increment		1,181	11,255	16,456	16,580	16,704	16,829	16,956	17,083	17,211	17,340	17,470
Maximum tax increment available for disbursement				16,456	16,580	16,704	16,829	16,956	17,083	17,211	17,340	17,470
City's Retainage of Cash Grant Disbursements:												
<u>City's Allocation of Tax Increment (15%)</u>		0	0	2,468	2,487	2,506	2,524	2,543	2,562	2,582	2,601	2,621
City's Cumulative Retainage (\$24.9K Max.)		0	0	2,468	4,955	7,461	9,985	12,529	15,091	17,673	20,274	22,894
Cash Grants yet to be Returned (\$24.9K Max.)	24,900	24,900	24,900	22,432	19,945	17,439	14,915	12,371	9,809	7,227	4,626	2,006
Developer's Cash Grant Disbursements:												
<u>Developer's Allocation of Tax Increment (85%)</u>		0	0	13,988	14,093	14,198	14,305	14,412	14,520	14,629	14,739	14,850
Developer's Cumulative Cash Grants (\$141.1K Max.)		0	0	13,988	28,081	42,279	56,584	70,996	85,517	100,146	114,885	129,734
Developer's Aggregate Cash Grants Unpaid (\$141.1K Max.)	141,100	141,100	141,100	127,112	113,019	98,821	84,516	70,104	55,583	40,954	26,215	11,366
Payment Date				9/1/2019	9/1/2020	9/1/2021	9/1/2022	9/1/2023	9/1/2024	9/1/2025	9/1/2026	9/1/2027

Note 1: Cash grants based on improvements only.
 Note 2: Assume 0.75% appreciation of assessed value after 2018.
 2/5/2018