

FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF LA CROSSE, THE REDEVELOPMENT AUTHORITY OF THE CITY OF LA CROSSE, AND RIVERSIDE CENTER, LLC.

This Fourth Amendment to the Redevelopment Agreement between the City of La Crosse, the Redevelopment Authority of the City of La Crosse and Riverside Center, LLC ("Fourth 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 ("City"), the Redevelopment Authority of the City of La Crosse, a Wisconsin public body corporate with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 ("Authority"), and Riverside Center, LLC, a Wisconsin limited liability corporation with offices located at 328 Front Street South, La Crosse, Wisconsin, 54601 ("Riverside Center").

WITNESSETH:

Whereas, the City of La Crosse, Redevelopment Authority and Riverside Center entered into a Redevelopment Agreement Between the City of La Crosse, the Redevelopment Authority of the City of La Crosse and Riverside Center, LLC (the "Phase 1 Agreement") on July 1, 2004 in Resolution No. 2004-04-032, which was recorded on May 31, 2005 as document no. 1422545;

Whereas, the parties entered into an Amended Phase 1 Agreement (the "First Amendment") on April 14, 2005 in Resolution No. 2005-04-043, which was recorded on August 15, 2007 as document no. 1482531;

Whereas, the parties entered into a Second Amendment of the Phase 1 Agreement (the "Second Amendment") on May 12, 2005 in Resolution No. 2005-05-019, which was recorded on August 15, 2007 as document no. 1482530;

Whereas, the parties entered into a Third Amendment of the Phase 1 Agreement (the "Third Amendment") on May 28, 2010 in Resolution No. 2010-04-053;

Whereas, the real estate to which the Phase 1 Agreement, First, Second, Third and Fourth Amendments apply is more particularly described in the attached Exhibit 1.

Whereas, the Third Amendment, among other things, provided for the creation of two thousand new jobs in collaboration with Riverside Center II, LLC and Riverside Center III, LLC by January 1, 2013;

Whereas, Riverside Center, in collaboration with Riverside Center II, LLC and Riverside Center III, LLC, has created between one thousand four hundred (1,400) and one thousand eight hundred (1,800) new jobs at various times between January 1, 2013 through the summer 2014;

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City Attorney
400 La Crosse Street
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

17-20025-050; 17-20025-055; 17-20026-070

Whereas, it is necessary to amend the Phase 1 Agreement by adopting this Fourth Amendment in order to extend the timeline for the creation of jobs and address the job creation deficiency;

Whereas, the City, Authority and Riverside Center wish to set forth in this Fourth Amendment their respective commitments, understandings, rights and obligations as more fully described herein; and

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. **Jobs.** Article VII of the Phase 1 Agreement, as amended and superseded, shall be further amended to allow the creation of two thousand (2,000) jobs to occur on or before January 1, 2016, rather than January 1, 2013. All other provisions of Article VII of the Phase 1 Agreement, as amended and superseded, shall remain unchanged.

2. **Job Certification and Guarantee – Exhibit J.** The Phase 1 Agreement’s Job Certification and Guarantee, identified as **Exhibit J** and incorporated through the Third Amendment, shall be amended to extend the time allowed to create two thousand (2,000) jobs to occur on or before January 1, 2016, rather than January 1, 2013. All other provisions of the Job Certification and Guarantee shall remain unchanged.

3. **Payment.** Riverside Center, jointly and severally with Riverside Center II, LLC and Riverside Center III, LLC, shall pay liquidated damages to the City in the amount of two million seven hundred and fifty thousand dollars (\$2,750,000.00) over the course of two (2) years, specifically, one million dollars (\$1,000,000.00) on or before January 15, 2015, one million dollars (\$1,000,000.00) on or before January 15, 2016, and the waiver of seven hundred fifty thousand dollars (\$750,000.00) to be paid to Riverside Center III, LLC as identified in Section 3.1(b) of the Amended and Restated Riverside Center Phase 3 Development Agreement recorded on July 30, 2010 as document no. 1554622.

4. **Other Provisions.** Except as described herein, all other terms, conditions, covenants and promises of the Phase 1 Agreement, First Amendment, Second Amendment, Third Amendment, and all exhibits thereto shall remain unchanged and in full force and effect.

5. **Execution of Amendment.** Riverside Center shall sign, execute and deliver this Fourth 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 and/or Authority, whichever occurs later. Riverside Center’s failure to sign, execute and cause this Fourth Amendment to be received by the City within said time period shall render the Fourth Amendment null and void, unless otherwise authorized by the City and Authority. After Riverside Center has signed, executed and delivered the Fourth Amendment, the City and Authority shall sign and execute the Fourth Amendment. The final signature date of the City and/or Authority shall be the signature date (“Signature Date”).

6. **Authority to Sign.** The person signing this Fourth Amendment on behalf of the Riverside Center certifies and attests that its respective Articles of Organization, Articles of Incorporation, By Laws, Member’s Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other

related documents give full and complete authority to bind the Riverside Center, on whose behalf the person is executing this Fourth Amendment. Riverside Center assumes full responsibility and holds the City and Authority harmless for any and all payments made or any other actions taken by the City and/or Authority in reliance upon the above representation. Further, Riverside Center agrees to indemnify the City and Authority against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the City and/or Authority resulting from or arising out of any such payment or other action, including reasonable attorney fees and legal expenses.

IN WITNESS WHEREOF, the parties to this Fourth Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Riverside Center, Authority and the City this _____ day of _____, 2014.

Riverside Center, LLC

City of La Crosse, Wisconsin

Donald J. Weber, Managing Member

Timothy Kabat, Mayor

Attest: Teri Lehrke, City Clerk

Subscribed and sworn before me
this ____ day of _____, 2014.

Subscribed and sworn before me
this ____ day of _____, 2014.

Notary Public, State of _____
My Commission: _____

Notary Public, State of Wisconsin
My Commission: _____

Redevelopment Authority

Edward R. Przytarski, Chairman

Lawrence Kirch, Executive Director

This Document Was Drafted By:
Stephen F. Matty, City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, Wisconsin 54601
608.789.7511

Subscribed and sworn before me
this ____ day of _____, 2014.

Notary Public, State of Wisconsin
My Commission: _____

LEGAL DESCRIPTION

PARCEL 1:

Lots 2, 3, 4 and 5 in Block 2 of C.&F.J. Dunn, H.L. Dousman & Peter Cameron's Addition to the Town of La Crosse, now City of La Crosse, La Crosse County, Wisconsin.

(Tax Parcel No. 17-20025-050).

PARCEL 2:

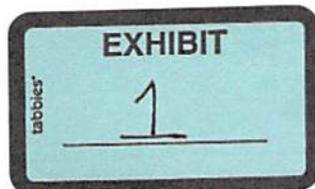
The Northern half of a parcel of land indicated as a public landing in C.&F.J. Dunn, H.L. Dousman & Peter Cameron's Addition to the Town of La Crosse, now in the City of La Crosse, La Crosse County, Wisconsin, and located in the NW 1/4 of the NE 1/4 of Section 6, Township 15 North, Range 7 West, also Government Lot 1 of said section, more fully described as follows: The Northern half of the following description of the entire public landing which was vacated by a document filed in Volume 951, page 573 of County records: Commencing at the Southeast corner of Lot 5 in Block 2 of said C.&F.J. Dunn, H.L. Dousman & Peter Cameron's Addition; thence South 12 degrees 15 minutes 56 seconds West 61.78 feet; thence South 13 degrees 47 minutes 16 seconds East 67.58 feet to the Northeast corner of Lot 2 in Block 3 of said Addition; thence South 89 degrees 57 minutes 18 seconds West along the North line of said Lot 2 to the eastern bank of the Mississippi River; thence Northerly along said river bank to the Southerly line of Lot 5 in Block 2 of said Addition; thence Easterly along said South line of Lot 5 to the Southeast corner of said Lot 5 and the point of beginning.

The City of La Crosse shall have the right to install and maintain a public walkway along the Southern 20 feet of this parcel.

(Tax Parcel No. 17-20025-055)

Lots 7 and 8 in Block 5 of C.&F.J. Dunn, H.L. Dousman and Peter Cameron's Addition to the Town of La Crosse, now in the City of La Crosse, La Crosse County, Wisconsin.

(Tax Parcel No. 17-20026-070)



**EXHIBIT
JOB CERTIFICATION AND GUARANTY**

This Job Certification and Guaranty (the "Guaranty") is entered into this ____ day of _____, 2010, by and between the City of La Crosse, a Wisconsin municipal corporation (the "City"), the Redevelopment Authority of the City of La Crosse, Wisconsin, a public body corporate and politic (the "RDA"), Riverside Center, LLC, a Wisconsin limited liability company, Riverside Center II, LLC, a Wisconsin limited liability company and Riverside Center III, LLC, a Wisconsin limited liability company (collectively referred to as the "Guarantors").

WHEREAS, Riverside Center, LLC, Riverside Center II, LLC, and Riverside Center III, LLC each is a party to an agreement between the City, the RDA and itself for redevelopment projects which together comprise the facilities known as "Riverside Center," and

WHEREAS, each separate agreement between Riverside Center, LLC, Riverside Center II, LLC and Riverside Center III, LLC and the City and the RDA include in one manner or another provisions addressing the creation of jobs at the Riverside Center, and

WHEREAS, the parties hereto desire to commit any job creation obligations of Riverside Center, LLC, Riverside Center II, LLC, and Riverside Center III, LLC to a consolidated obligation on behalf of the Guarantors for the creation of 2,000 total full-time jobs by a date certain.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Riverside Center, LLC, Riverside Center II, LLC and Riverside Center III, LLC are jointly and severally responsible for the creation and maintenance of 2,000 full-time employment positions in the three buildings constituting Riverside Center by January 1, 2013 as more particularly described in their Development Agreements. The Development Agreements between the City and RDA on one hand, and Riverside Center, LLC, Riverside Center II, LLC and Riverside Center III, LLC on the other hand each include an obligation for the creation and maintenance of a specific targeted number of full-time employment positions, and for an identification of the value of damages the particular Riverside Center entity shall pay the City in the event that the number of jobs required to be created and maintained is not achieved for certain periods of time through January 1, 2023.

2. By virtue of this Guaranty, Riverside Center, LLC, Riverside Center II, LLC and Riverside Center III, LLC agree to be bound jointly and severally, to each job creation and maintenance provision contained in each Development Agreement with the City and the RDA. In the event that the employment level included in any Development Agreement between the parties hereto is not achieved for any reason whatsoever, the Guarantors guarantee the payment of any and all damages to which the City and/or the RDA are entitled under the various Riverside Center Development Agreements and at law, together with all allowable costs and fees in enforcing this Guaranty.

3. As further explanation, each Development Agreement includes a targeted employment level for the specific building owned by that Riverside Center business entity. The purpose of this Guaranty, and its true effect upon execution by the parties, is to make Riverside Center, LLC, Riverside Center II, LLC and Riverside Center III, LLC each a joint and several guarantor for the other with regard to the employment level provision of each Development Agreement. In the event that the employment level(s) set forth in any Riverside Center Development Agreement is not achieved, the parties hereto agree that each Guarantor will be responsible in its own right for the full value of the damages to which the City and/or the RDA is entitled. In the event the damages are not initially satisfied through shared payment by the Guarantors, it will be the responsibility of the guarantor that makes payment to receive any contribution from the others. Any one Riverside Center entity may be held liable for the full amount of damages until the City and/or the RDA is fully compensated under the employment level provisions of its separate Riverside Center Development Agreements.



4. This Guaranty will remain in full force and effect through one year past the final date of employment level requirements, unless amended in writing by all of the parties to this Guaranty.

Dated this 2nd day of June, 2010.

Dated this 2nd day of June, 2010.

Riverside Center, LLC

City of La Crosse, Wisconsin

Donald J. Weber
Donald J. Weber, Managing Member

Mathias Harter
Mathias Harter, Mayor

Teri Lehrke
Attest: Teri Lehrke, City Clerk

Subscribed and sworn before me
this 25 day of May, 2010.

Subscribed and sworn before me
this 2nd day of June, 2010.

[Signature]
Notary Public, State of WI
My Commission: [Signature]

Brenda L. Budenhagen
Notary Public, State of Wisconsin
My Commission: 1-30-11

Riverside Center II, LLC

Redevelopment Authority

Donald J. Weber
Donald J. Weber, Managing Member

Edward R. Przytarski
Edward R. Przytarski, Chairman

Lawrence Kirch
Lawrence Kirch, Executive Director

Subscribed and sworn before me
this 25 day of May, 2010.

Subscribed and sworn before me
this 28 day of May, 2010.

[Signature]
Notary Public, State of WI
My Commission: [Signature]

Brenda L. Budenhagen
Notary Public, State of Wisconsin
My Commission: 1-30-11

Riverside Center III, LLC

Donald J. Weber
Donald J. Weber, Managing Member

Subscribed and sworn before me
this 25 day of May, 2010.

[Signature]
Notary Public, State of WI
My Commission: [Signature]