

**FOURTH AMENDMENT TO RIVERSIDE CENTER II, LLC –  
PHASE II DEVELOPMENT AGREEMENT**

This Fourth Amendment to Riverside Center II, LLC – Phase II Development Agreement (“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 II, LLC**, a Wisconsin limited liability corporation with offices located at 328 Front Street South, La Crosse, Wisconsin, 54601 (“**Developer**”).

**WITNESSETH:**

**Whereas**, on April 19, 2007, the Developer, City and Authority entered into the Riverside Center II, LLC - Phase II Development Agreement, (“Phase 2 Agreement”), as the second phase of redevelopment to eliminate blight, increase tax base and provide a place of employment within downtown La Crosse. The Phase 2 Agreement was recorded on May 15, 2007 as document no. 1474123;

**Whereas**, the Phase 2 Agreement was subsequently amended by the parties with the First Amendment to the Riverside Center II, LLC – Phase II Development Agreement on April 10, 2008 (the “First Amendment”), which was recorded on May 12, 2008 as document no. 1501807;

**Whereas**, the parties entered into a Second Amendment to Riverside Center II, LLC – Phase II Development Agreement (the “Second Amendment”) on April 23, 2009;

**Whereas**, the parties entered into a Third Amendment to Riverside Center II, LLC – Phase II Development Agreement (the “Third Amendment”) on May 25, 2010;

**Whereas**, the real estate to which the Phase 2 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 (2,000) new jobs in collaboration with Riverside Center, LLC and Riverside Center III, LLC by January 1, 2013;

**Whereas**, Developer, in collaboration with Riverside Center, 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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Return to

City Attorney  
400 La Crosse Street  
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

17-20026-050; 17-20026-070

**Whereas**, it is necessary to amend the Phase 2 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 Developer 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 2 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 2 Agreement, as amended and superseded, shall remain unchanged.

2. **Job Certification and Guarantee – Exhibit J.** The Phase 2 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.** Developer, jointly and severally with Riverside Center, 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 and 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 2 Agreement, First Amendment, Second Amendment, Third Amendment, and all exhibits thereto, shall remain unchanged and in full force and effect.

5. **Execution of Amendment.** Developer 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. Developer’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 Developer 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 Developer certifies and attests that the Developer’s 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 Developer, on whose behalf the person is executing this Amendment. Developer 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, Developer 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 Developer, Authority and the City this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Riverside Center II, 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

Lots 1, 2 and 3 in Block 5 of 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.

407 Front Street South  
(Tax Parcel No. 17-20026-050).

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.

110 Jay Street  
(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

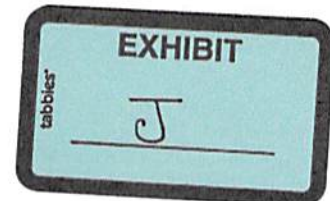
WHEREAS, the parties hereto desire to commit any job creation obligations of Riverside Center, LLC, Riverside Center II, LLC, and Riverside Center III, LLC to a consolidated obligation on behalf of the Guarantors for the creation of 2,000 total full-time jobs by a date certain.

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 2<sup>nd</sup> day of May, 2010.

Dated this 2<sup>nd</sup> day of June, 2010.

Riverside Center, LLC

City of La Crosse, Wisconsin

[Signature]  
Donald J. Weber, Managing Member

[Signature]  
Mathias Harter, Mayor

[Signature]  
Attest: Teri Lehrke, City Clerk

Subscribed and sworn before me  
this 25<sup>th</sup> day of May, 2010.

Subscribed and sworn before me  
this 2<sup>nd</sup> day of June, 2010.

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

[Signature]  
Notary Public, State of Wisconsin  
My Commission: 1-30-11

Riverside Center II, LLC

Redevelopment Authority

[Signature]  
Donald J. Weber, Managing Member

[Signature]  
Edward R. Przytarski, Chairman

[Signature]  
Lawrence Kirch, Executive Director

Subscribed and sworn before me  
this 25<sup>th</sup> day of May, 2010.

Subscribed and sworn before me  
this 28<sup>th</sup> day of May, 2010.

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

[Signature]  
Notary Public, State of Wisconsin  
My Commission: 1-30-11

Riverside Center III, LLC

[Signature]  
Donald J. Weber, Managing Member

Subscribed and sworn before me  
this 25<sup>th</sup> day of May, 2010.

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