

**SECOND AMENDMENT AND
EXTENSION OF A USE AGREEMENT BETWEEN THE
CITY OF LACROSSE,
LA CROSSE BASEBALL, LLC AND
NORTHWOODS LEAGUE, INC.**

This Second Amendment and Extension of the Use Agreement between the City of La Crosse (hereinafter referred to as "City") and La Crosse Baseball, LLC (hereinafter referred to as "Loggers") and the Northwoods League, Inc. for the use of the Copeland Field Ballpark, shall be amended and restated as follows:

Whereas, the Loggers currently have in existence a Use Agreement, which was subsequently amended in 2014, that runs for the time period September 1, 2013 through August 31, 2023; (A signed copy of said Use Agreement and amendment is attached hereto as Exhibit "A" and made a part hereof by this reference as if set forth in full.)

Whereas, the Loggers wish to complete a series of improvements to the Ballpark for the use of the Loggers and other users of the Ballpark; and

Whereas as a condition for obtaining financing for the completion of the improvement set forth herein, the Loggers need an extension of their current use agreement and additional dates for use of the Ballpark to raise additional funds for improvements at the Ballpark.

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

The City and the Loggers

1. Hereby agree that Paragraph 2 at Page 2 of 18 of the Use Agreement is hereby amended to grant to the Loggers two (2) additional five (5) year extensions of the Use Agreement. All terms and conditions of the Use Agreement shall apply to the two (2) additional five (5) year extensions of this Use Agreement. This would create a potential termination date of August 31, 2033; and
2. Hereby agree the extensions of the Use Agreement may be exercised by the Loggers by giving no more than one hundred eighty (180) days' advance notice of the same to the City of La Crosse, prior to the date of renewal, in writing, to the addresses set forth within the original Use Agreement.
3. The Options to extend set forth in paragraph 1, above, may only be exercised if there are no defaults under the Use Agreement or any Addendums, extensions or renewals of the same.

In exchange for the Second Amendment and Extension of the Use Agreement as set forth herein, the Loggers and the City in addition hereby agree as follows:

4. Page 5 of 18, Paragraph 7(a) of the Lease Agreement shall be amended to provide that per game rent commencing for the 2016 season shall increase by two percent (2%) per season. All other terms and conditions with respect to the payment of rent, late charges, etc. set forth in Paragraph 7(a) will remain the same:
5. Page 6 of 18, Paragraph 7(b)(4) shall be amended to allow the Loggers to apply for a year round beverage license at the Copeland Park Ballfield, subject to compliance with all of rules and regulations and laws in effect with respect to the issuance of said licenses:
6. Page 7 of 18, Paragraph 10, which was subsequently amended in 2014, is further amended to provide the Loggers agree that should the City, in the future, amend its requirements for insurance that upon sixty (60) days' written notice of these changes, the Loggers amend their insurance to comply with the new requirements of the City. The Loggers may appeal any requirement to amend the insurance coverage to both the Board of Park Commissioners and the City Council for the City of La Crosse whom may, in their sole discretion, mutually agree to waive such changes.
7. The Loggers, prior to April of 2018, shall create cumulative additional improvements to the Copeland Park Ballfield with an assessed valuation of no less than Seven Hundred Thousand and 00/100 Dollars (\$700,000.00). Assessed value shall be determined by either the City of La Crosse, City Assessor or any an alternative expert chosen by the City. In lieu of producing \$700,000.00 in assessed value, the Loggers, prior to April of 2018 may provide to the City, paid receipts, subject to verification by the City, that the sum of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00) was expended between the date of this Addendum and April of 2018 on "hard cost" construction of new or improved facilities at the Copeland Park Ballfield. "Hard Cost" construction does not include maintenance or ordinary repair expenses. Of the sum set forth herein, the Loggers are granted an allowance of an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) for items traditionally considered as "soft costs" such as, engineering fees, architect fees, developer fees, title fees, escrow fees, attorneys' fees, profit and overhead charges, bank fees, loan fees or permits. All construction is to be coordinated with the Park Department and scheduled so as to minimize any conflicts with other events scheduled at Copeland Park or the Copeland Park Ballfield
8. In the event the Northwoods League takes over operation of the La Crosse Loggers which includes the assumption of the rights and responsibilities under the original Use Agreement, the Amended Use Agreement or this Second Amended Use Agreement:
 - u. The Northwoods League is not responsible for the completion of the improvements referenced in paragraph 7 above; and

- b. The Northwoods League agrees to be responsible for the payment of the penalty clause set forth in paragraph 9, if they become the operators of the Ballpark.
9. Should the Loggers fail to complete the improvements as set forth in paragraph 7 above, on or before April of 2018, the Loggers will pay to the City a special assessment equal to the difference between the actual personal property taxes between an assessed value of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) and the actual assessed value of the completed improvements;
10. Upon completion, such improvements shall be dedicated to the City of La Crosse to be owned by the City;
11. The Loggers will be responsible for the repair and maintenance of any structure or improvements that they make to the Copeland Park Ballfield, under this addendum, which are used primarily by La Crosse Baseball, L.L.C. With respect to any public restrooms that are built or renovated as part of this Addendum, the repairs and maintenance by the Loggers shall be limited to the first (5) years from the date of final completion of the public restrooms, after that time, repairs and maintenance will revert to the City;
12. For the years 2016 through 2020, the Loggers, may reserve up to thirty (30) additional dates for use of the Copeland Ballpark for the sum of One Hundred and 00/100 Dollars (\$100.00) per day or part thereof, per event for non-baseball/softball related activities. For the years 2021 through 2025 (and during the years of any extension of this Use Agreement) the Loggers may reserve an unlimited number of additional dates for non-baseball/softball related activities at a discount of fifty percent (50%) of such fees as may established by the City, the Board of Park Commissioners or the Park and Recreation Department may from time to time, in an amount not to exceed Five Hundred and 00/100 Dollars per event. These dates may be scheduled after reservations for Logger game days, after baseball/softball events for other users of the Ballpark and after such other events as the City may schedule. These dates may not be assigned to any other users without the advance written consent of the Board of Park Commissioners. All uses must be in compliance with the Code of Ordinance of the City of La Crosse, the County of La Crosse and/or the State of Wisconsin. In addition, all such events must be covered by the same Indemnification and Insurance coverage in the types and amounts as set forth in Paragraphs nine (9) and ten (10) of the amended use agreement, which is attached to the this Addendum as Exhibit "A."
13. At the time it becomes necessary to replace the artificial turf which was installed by the Loggers, the parties to this Addendum agree to make a financial commitment to the replacement of the same. There is no agreement at this time as to who will be responsible for the replacement of the artificial turf.

CITY OF LA CROSSE
BOARD OF PARK COMMISSIONERS

Name: _____

Dated: _____

Subscribed and sworn to before me
this _____ day of July, 2015

Name: _____
Notary Public
La Crosse County, WI
My Commission Expires (is): _____

NORTHWOODS LEAGUE

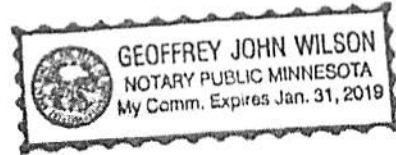
Name: Michael T. [Signature]

Dated: 9/23/15

Subscribed and sworn to before me
this 23rd day of ~~July~~ 2015

Name: [Signature]
Notary Public

~~La Crosse County, WI~~ OLMSTED COUNTY, MN
My Commission Expires (is) 01/31/2019



CITY OF LA CROSSE

Tim Kabat

Tim Kabat, Mayor

Dated: 11/04/2015

Subscribed and sworn to before me
this 4th day of July, 2015
November

Kimberly K. Shockey
Name: _____
Notary Public
La Crosse County, WI
My Commission Expires (is): 6/23/17

Teri Lehrke

Teri Lehrke, City Clerk

Dated: 10-28-15

Subscribed and sworn to before me
this 28th day of October, 2015 ac

Sandra Craig
Name: Sandra Craig
Notary Public
La Crosse County, WI
My Commission Expires (is): 11/11/17

CITY OF LA CROSSE
BOARD OF PARK COMMISSIONERS

Philip James

Name: _____

Dated: 9-30-2015

Subscribed and sworn to before me
this 30th day of September, 2015

Philip James
Name: _____
Notary Public
La Crosse County, WI
My Commission Expires (is): 9/30/2017

LA CROSSE BASEBALL, LLC

David Elgenke

Name: _____

Dated: 23 September 2015

Subscribed and sworn to before me
this 23 day of July, 2015 September

Kimberly K. Shockey
Name: _____
Notary Public
La Crosse County, WI
My Commission Expires (is): 1-20-16

Olivia Ruth Kapanke

Name: _____

Dated: 23 Sept. 2015

Subscribed and sworn to before me
this 23 day of July, 2015 September

Kimberly K. Shockey
Name: _____
Notary Public
La Crosse County, WI
My Commission Expires (is): 1-24-16

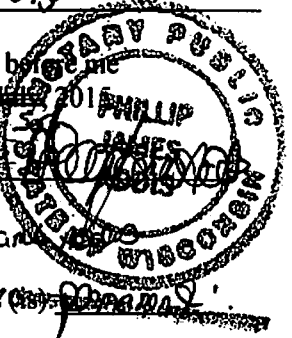
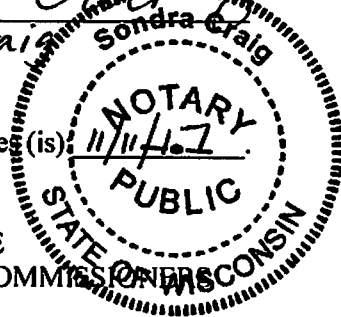
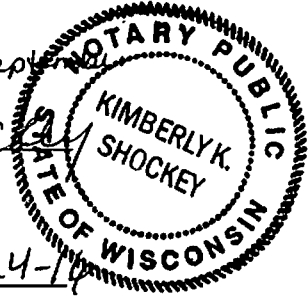
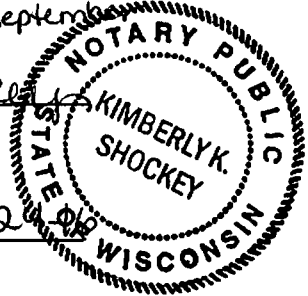
NORTHWOODS LEAGUE, INC.

Name: _____

Dated: _____

Subscribed and sworn to before me
this _____ day of July, 2015

Name: _____
Notary Public
La Crosse County, WI
My Commission Expires (is): _____



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