

## MASTER DEVELOPER AGREEMENT EXTENSION

This Master Development Agreement Extension ("Extension") is made and entered into this 17th day of December, 2020 (the "Effective Date") by and among the Redevelopment Authority of La Crosse, a corporation created under Wis. Stat. § 66.1333 (the "RDA") and WIRED Riverside North LLC, a Wisconsin limited liability company, (the "Master Developer").

WITNESSETH:

WHEREAS, the RDA and Master Developer entered into a Master Developer Agreement dated May 3, 2018 (the "Agreement") and retained Master Developer to perform certain management services in connection with the development of the land known as River Point District, formerly Riverside North, (the "Development"), into a mixed-use community, (the "Project"); and

WHEREAS, the Master Developer and the RDA desire to extend the term of the Agreement through and including December 2021 according to the terms of Section 2.b. of the Agreement; and

WHEREAS, the Master Developer and the RDA desire to specify additional deliverables from the Master Developer to the RDA; and

WHEREAS, the Master Developer and the RDA desire to amend the terms of compensation during the Extension.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Term.** The term, (the "Term"), of this Extension shall commence on May 1, 2020 and shall end on December 31, 2021, (the "Expiration Date"), unless sooner terminated as provided herein or by written agreement of the parties.
- 2) **Deliverables.** During the Term of this Extension, in addition to the deliverables set forth in the original Agreement, Master Developer shall be required to provide the following specific services and deliverables. At the May 2021 meeting of the RDA, the contract will be reviewed and new expectations through December 2021 set forth.
  - a. Master Developer shall amend monthly report based on feedback from the RDA.
  - b. Master Developer shall respond to all inquiries submitted on the riverpointdistrict.com website, staff contact (emails and phone calls) and contact/developer referrals in a timely manner.
  - c. January 2021:
    - i. Full brokerage proposals and recommendation
    - ii. Contract with market analysis firm
    - iii. Update on discussions with developers in the previous month – meetings, phone calls, etc.
    - iv. 1-2 presentations by developers relating to interest or progress in development at River Point District

- d. February 2021:
  - i. Detailed report on market analysis progress
  - ii. Executable brokerage agreement
  - iii. Update on discussions with developers in the previous month – meetings, phone calls, etc.
  - iv. 1-2 presentations by developers relating to interest or progress in development at River Point District
- e. March 2021:
  - i. Market Research presentation
  - ii. Update on discussions with developers in the previous month – meetings, phone calls, etc.
  - iii. 1-2 presentations by developers relating to interest or progress in development at River Point District
- f. April 2021:
  - i. Action plan based on market research report
  - ii. Progress updates on development agreements
  - iii. Broker progress updates
  - iv. Update on discussions with developers in the previous month – meetings, phone calls, etc.
  - v. 1-2 presentations by developers relating to interest or progress in development at River Point District
  - vi. 1-2 Signed development agreements
  - vii. Update on committed office users
  - viii. Update on committed retail users
- g. May 2021:
  - i. Action plan based on market research report
  - ii. Detailed contact update of developers
  - iii. Progress updates on development agreements
  - iv. Broker progress updates
  - v. Signed development agreements
  - vi. Update on committed office users
  - vii. Update on committed retail users

3) **Compensation.** Land Sale Success Fees and Valuation Success Fees from previous Agreement shall remain. In consideration of Master Developer's provision of services. Payment will be processed following the monthly RDA meeting and payment amount will be at the discretion of the Executive Director based on Master Developer performance and completion of deliverables in the previous month. The RDA shall pay Master Developer a monthly retainer as follows:

- a. May – December 2020: Two Thousand Dollars (\$2,000.00) per month, to be paid in a lump sum of Sixteen Thousand Dollars (\$16,000.00) in December 2020.
- b. January 2021 – December 2021: Five Thousand Dollars (\$5,000.00) per month.

- 4) **Conflicts or Inconsistency.** In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall govern and control.
- 5) **Facsimile Signature; Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Amendment bearing a signature of a party to this Amendment and sent by facsimile or email to any other party shall be deemed a manually executed original of this Amendment and sufficient to bind such signing party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

RDA:

Redevelopment Authority of La Crosse

By: 

Name: Adam Hatfield

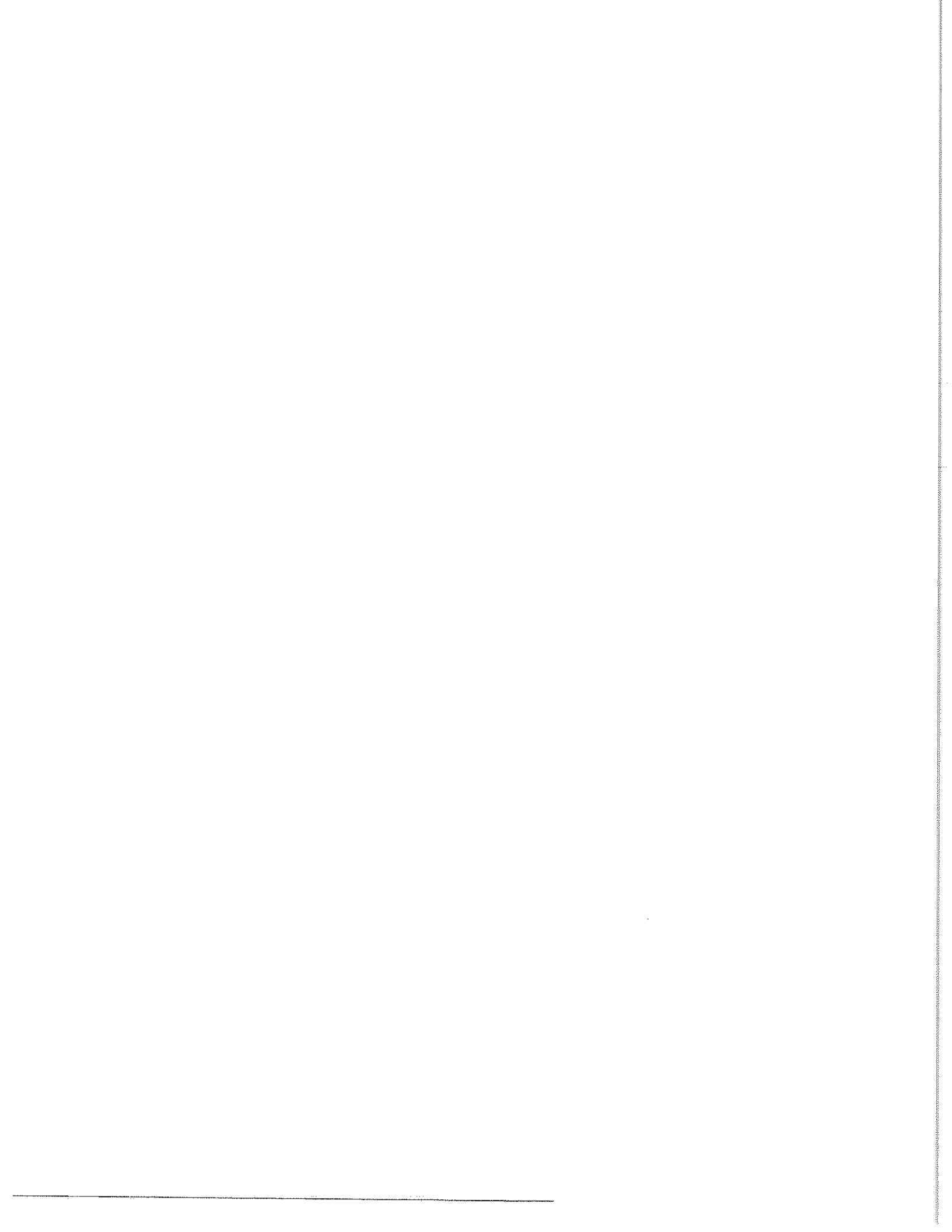
Title: Chair

Master Developer:

WIRED Riverside North, LLC

By: 

Blair Williams, Manager



MASTER DEVELOPER AGREEMENT DELIVERABLES AMENDMENT

This Master Development Agreement Extension ("Extension") was made and entered into this 23rd day of September, 2021 (the "Effective Date") by and among the Redevelopment Authority of La Crosse, a corporation created under Wis. Stat. § 66.1333 (the "RDA") and WIRED Riverside North LLC, a Wisconsin limited liability company, (the "Master Developer").

WHEREAS, of that agreement, section 2, Deliverables, stated that the contract would be reviewed and new expectations through December 2021 would be set forth.

THEREFORE, the following monthly deliverables are expected of the Master Developer. All other sections of the approved Extension remain the same.

- Attendance at monthly meetings with Engineering team.
- Master Developer shall develop timeline of deliverables for Planning Option Agreements and shall be the project manager of those items.
- Master Developer shall submit a monthly report of all activities and amend the monthly report based on feedback from the RDA.
- Monthly update, at a minimum, shall include information discussions with developers in the previous month – meetings, phone calls, etc.
- Master Developer shall respond to all inquiries submitted on the riverpointdistrict.com website, staff contact (emails and phone calls) and contact/developer referrals in a timely manner.
- Master Developer shall maintain relationship with brokerage firm (CBRE) and report milestones to RDA.
- Master Developer shall prioritize contact with potential corporate interest and office space users and report interactions to the RDA.
- Master Developer to make contact with each of the businesses that LADCO met in 2020 by the October meeting. Each month after, Master Developer will make contact with at least 3 corporate interests and add updates to monthly report.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

RDA:


Redevelopment Authority of La Crosse

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chair

Master Developer:  
WiRED Riverside North, LLC

By:   
Blair Williams, Manager