



1671008

LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. HCBRIDE

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EXEMPT #:
PAGES: 7

**SIXTH 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 Sixth Amendment to the Redevelopment Agreement between the City of La Crosse, the Redevelopment Authority of the City of La Crosse and Riverside Center, LLC (the "Sixth 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"), 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 Optum Services, Inc. a Delaware corporation as the assignee of Riverside Center, LLC, ("Riverside Center").

WITNESSETH:

Whereas, the City, Authority and Riverside Center entered into a Redevelopment Agreement (as amended by the First Amendment, the Second Amendment and the Third Amendment and the Fifth Amendment (as those terms are defined below), 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 City and Authority approved a Fourth Amendment of the Phase 1 Agreement (the "Fourth Amendment") on July 2, 2014 in Resolution No. 14-0797, which was never signed by Riverside Center. The Fourth Amendment's reference in this document is only included for future tracking and references purposes.

Whereas, the parties entered into a Fifth Amendment of the Phase 1 Agreement (the "Fifth Amendment") on September 11, 2014;

Whereas, the real estate to which the Phase 1 Agreement, First, Second, Third, Fourth and Fifth Amendments apply is more particularly described in the attached Exhibit 1 (the "Project");

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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
17-20025-056

Whereas, Optum purchased the Project from Riverside Center, as well as the adjacent real estate owned by Riverside Center II, LLC and Riverside Center III, LLC, which together are subject to the Development Agreements (as that term is defined below);

Whereas, Riverside Center, LLC, Riverside Center II, LLC and Riverside Center III, LLC, assigned to Optum, and Optum assumed, the Development Agreements on September 15, 2014, with the consent of the City;

Whereas, The Development Agreements require the creation of 2,000 new jobs by January 1, 2016;

Whereas, As of August 17, 2015, Optum has continued to create jobs at the Project but has not met the Jobs Requirement;

Whereas, As of August 17, 2015, the City owes Optum approximately \$239,887.80 for the Monetary Obligation under the Development Agreements;

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

Whereas, the City, Authority and Optum wish to set forth in this Sixth 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. **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 December 31, 2016, rather than January 1, 2016. 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 Fifth Amendment, shall be amended to extend the time allowed to create two thousand (2,000) jobs to occur on or before December 31, 2016, rather than January 1, 2016. All other provisions of the Job Certification and Guarantee shall remain unchanged.

3. **Monetary Obligation.** The due date for the approximately \$239,887.80 payment owed by the City to Optum as of August 17, 2015, for the Monetary Obligation, as defined in the Development Agreements, will be postponed until December 31, 2016.

4. **Parking.** The City will continue to work in good faith with Optum to meet the future parking needs in the City for employees at the Project.

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

6. **Execution of Amendment.** Optum shall sign, execute and deliver this Sixth 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. Optum's failure to sign, execute and cause this Sixth Amendment to be received by the City within said time period shall render the Sixth Amendment null and void, unless otherwise authorized by the City and Authority. After Optum has signed, executed and delivered the Sixth Amendment, the City and Authority shall sign and execute the Sixth Amendment. The final signature date of the City and/or Authority shall be the signature date.

7. **Authority to Sign.** The person signing this Sixth Amendment on behalf of Optum 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 Optum, on whose behalf the person is executing this Sixth Amendment. Optum 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, Optum 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.

8. **Jobs Requirement.** The following provisions pertain to the Jobs Requirement under the Development Agreements.

A. The "Development Agreements" are collectively:

1. The Phase 1 Agreement amended by this Sixth Amendment; and
2. the Riverside Center II, LLC – Phase II Development Agreement, dated April 19, 2007 and amended by the April 10, 2008 First Amendment to Riverside Center II, LLC Phase II Development Agreement, the April 23, 2009 Second Amendment to Riverside Center II, LLC – Phase II Development Agreement, the May 25, 2010 Third Amendment to Riverside Center II, LLC – Phase II Development Agreement, and the September 11, 2014 Fifth Amendment to the Riverside Center II, LLC – Phase II Development Agreement, and as amended by a Sixth Amendment to the Riverside Center II, LLC – Phase II Development Agreement dated of even date herewith (as so amended, the "Phase 2 Agreement"); and
3. the Amended and Restated Riverside Center Phase 3 Development Agreement, by and between the City, the RDA and Riverside Center III, LLC and amended by the September 11, 2014 Second Amendment and Restated Riverside Center Phase 3 Development Agreement, and a Third Amendment to the Amended and Restated Riverside Center Phase 3 Development Agreement dated of even date herewith (as so amended, the "Phase 3 Agreement").

9. **Miscellaneous.** The Phase 1 Agreement, as amended by this Sixth Amendment, remains in full force and effect. The Phase 1 Agreement, as amended by this Sixth Amendment, is binding on the parties' successors and assigns except to the extent expressly stated in this Sixth Amendment. This Sixth 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 Sixth Amendment which are transmitted by either or both 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 Sixth Amendment to the other party upon request.

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IN WITNESS WHEREOF, the parties to this Sixth Amendment have caused this instrument to be signed and sealed by duly authorized representatives of Optum, Authority and the City this 11 day of Feb, 2016.

Optum Services, Inc., a Delaware corporation

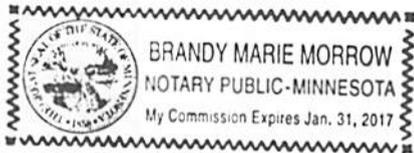
By: [Signature]
Print Name: Adam Wilford
Authorized Signatory
Its: _____

City of La Crosse, Wisconsin, a Wisconsin municipal corporation

By: [Signature]
Print Name: Teri Lehrke
Its: City Clerk

Subscribed and sworn before me
this 11 day of February, 2016

[Signature]
Notary Public, State of MN
My Commission: 1-31-17



Subscribed and sworn before me
this 2nd day of February, 2016

[Signature]
Notary Public, State of Wisconsin
My Commission: 6/23/17



Redevelopment Authority of the City of La Crosse, a Wisconsin public body corporate

By: [Signature]
Print Name: Edward R. Przytarski
Its: Chairman

By: [Signature]
Print Name: Jason Gilman
Its: Executive Director

Subscribed and sworn before me
this 2nd day of February, 2016

[Signature]
Notary Public, State of Wisconsin
My Commission: 6/23/17

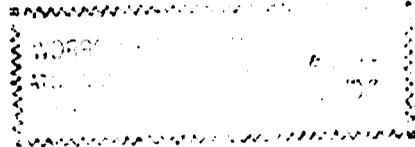


[Signature page to Sixth Amendment]

Exhibit 1

Legal Description

Lot 1 of La Crosse County Certified Survey Map filed in Volume 12, on Page 76, as Document No. 1423251, La Crosse County, Wisconsin.



City of La Crosse, Wisconsin, a Wisconsin municipal corporation

By: Timothy Kabat
Print Name: Timothy Kabat
Its: Mayor

Subscribed and sworn before me
this 5th day of February, 2016

Brenda Buddenhagen
Notary Public, State of WI Brenda Buddenhagen
My Commission: 11-2-18