

**Certification and Consent to
Assignment**

Document Title

Document Number

Recording Area

Name and Return Address:

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PIN: 17-20008-020

CERTIFICATION AND CONSENT TO ASSIGNMENT

This Certification and Consent to Assignment (this "Certification") is made as of December ___, 2025, by the City of La Crosse, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, Wisconsin 54601 (the "City").

RECITALS

WHEREAS, the City and The Charmant Hotel, LLC, a Wisconsin limited liability company ("Seller"), entered into that certain Charmant Hotel Development Agreement dated January 5, 2015 (the "Development Agreement"); and

WHEREAS, Seller has entered into a Purchase and Sale Agreement ("PSA") to transfer, assign, and convey to Charmant Real Estate, LLC, a Wisconsin limited liability company ("Purchaser") and assignee of Hendricks Commercial Properties, LLC, a Wisconsin limited liability company under the PSA, all of Seller's rights, titles, and interests in and to the Hotel and Property located at 101 State Street, La Crosse, WI, 54601, which is the subject of the Development Agreement, pursuant to the terms and conditions of the PSA; and

WHEREAS, the sale to Purchaser includes the requirement that the Seller assign all of its right, title, and interest in and to the Development Agreement to Purchaser; and

WHEREAS, in order to accomplish such transfer, the Development Agreement requires that the City provide its written consent to the assignment of the Development Agreement from Seller to Purchaser; and

WHEREAS, the terms of the PSA require the City to certify certain matters as requested by Purchaser.

NOW, THEREFORE, the City hereby certifies and agrees as follows:

CERTIFICATION AND CONSENT

1. **Acknowledgement of Notice and Consent to Assignment.** The City hereby acknowledges that pursuant to Section 2.7.a. of the Development Agreement, Seller has provided the City with written notice of its intent to transfer the property at least forty-five (45) days before the sale, transfer, or conveyance, and hereby consents to the assignment of the Development Agreement from Seller to Purchaser pursuant to Section 8.1 of the Development Agreement. This consent shall be effective upon the closing of the sale of the property described in Exhibit A of the Development Agreement (the "Real Estate") from Seller to Purchaser.

2. **No Default.** The City hereby certifies that, as of the date of this Certification, Seller is not currently in default under the Development Agreement, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by Seller under the Development Agreement.

The Seller hereby certifies that, as of the date of this Certification, City is not currently in default under the Development Agreement, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default by City under the Development Agreement.

3. **No Deficiency PILOTs.** The City hereby certifies that, as of the date of this Certification, there are no Deficiency PILOTs (as defined in Section 2.6(c) of the Development Agreement) due or payable by Seller.

4. **Termination Date.** The City hereby certifies that the termination date of the Development Agreement is January 5, 2035 or the upon termination of TID #11, whichever is longer, pursuant to Section 8.13 of the Development Agreement.

5. **Contributions and Monetary Obligations.** The City hereby certifies that, as of the date of this Certification, the City has paid all Contributions and satisfied all Monetary Obligations (as those terms are defined in the Development Agreement) that are payable to Seller under the Development Agreement as documented in the attached Exhibit B.

6. **Assignment of Development Agreement.** Purchaser hereby assumes all ongoing and future obligations of the developer to the Development Agreement, including, without limitation, the obligation to an Annual PILOT in the event some or all of the Real Estate becomes tax exempt.

7. **Notices.** Any notice, demand, certificate or other communication under the Development Agreement for the Purchaser will be sent to:

Charmant Real Estate, LLC

c/o Ironworks Asset Management

525 Third Street

Beloit, WI 53511

Attn: Legal Department

8. **Authority to Sign.** The persons signing this Certification on behalf of each of the Parties certify and attest that their respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents, as applicable, give full and complete authority to bind the Parties, on whose behalf such person is executing this Certification. The Parties assume full responsibility and hold the City harmless for any and all payments made or any other actions taken by the City in reliance upon the above representation.

IN WITNESS WHEREOF, the Parties have executed this Certification and Consent to Assignment as of the date first written above.

CITY OF LA CROSSE, WISCONSIN

By: _____

Name: _____

Title: Mayor

By: _____

Name: _____

Title: City Clerk

STATE OF WISCONSIN)

) ss

COUNTY OF LA CROSSE)

 This instrument was acknowledged before me on _____, 2025, by
_____ as Mayor and _____ as City Clerk of the City of La Crosse,
Wisconsin, a Wisconsin municipal corporation, on behalf of the municipal corporation.

(SEAL)

Notary Public, State of Wisconsin
My Commission is permanent

THE CHARMANT HOTEL, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) **ss**
COUNTY OF LA CROSSE)

This instrument was acknowledged before me on _____, 2025, by _____ as _____ and _____ as _____ of the Charmant Hotel, LLC.

(SEAL)

Notary Public, State of Wisconsin
My Commission is permanent

CHARMANT REAL ESTATE, LLC

By: _____
Name: Konya Schuh
Title: Manager and Chairperson of the Board

STATE OF WISCONSIN)
) ss
COUNTY OF ROCK)

This instrument was acknowledged before me on _____, 2025, by _____ as _____ and _____ as _____ of Charmant Real Estate, LLC.

(SEAL)

Notary Public, State of Wisconsin
My Commission is permanent

