

FIRST AMENDMENT TO GGP, INC.
DEVELOPMENT AGREEMENT



1663648
LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. HCBRIDE

RECORDED ON
09/22/2015 02:59PM
REC FEE: 30.00
EXEMPT 0:
PAGES: 3

This First Amendment to the GGP, Inc. Development Agreement 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") and GGP, Inc., a Wisconsin corporation with offices located at 2009 West Avenue South, La Crosse, Wisconsin 54601 (the "Developer") and Inland Label & Marketing Services, LLC, a Wisconsin limited liability company with offices located at 2009 West Avenue South, La Crosse, Wisconsin ("Tenant").

WITNESSETH:

WHEREAS, on September 13, 2007, the parties entered into the GGP, Inc. Development Agreement, which was recorded on November 1, 2007 as Document No.: 1489453 in order to increase tax base and increase the availability of jobs in the City of La Crosse, and

WHEREAS, the parties agree that the development agreement was a success and it is mutually beneficial to amend the development agreement.

NOW, THEREFORE, in consideration of 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. Termination: This Development Agreement shall terminate upon Common Council approval of the First Amendment. Upon termination, the parties shall not have any further obligations under the Development Agreement. This First Amendment shall release the parties from any and all liability and obligations pursuant to the terms of the Development Agreement and all documents related thereto.
2. Other Provisions: Except as described herein, all other terms, conditions, covenants and promises of the Development Agreement and all exhibits thereto shall remain unchanged and in full force and effect.
3. Execution: GGP, Inc. and Inland Label & Marketing Services, LLC. shall sign, execute and deliver this First 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. GGP Inc. and Inland Label & Marketing Services, LLC's failure to sign, execute and cause this First Amendment to be received by the City within said time period shall render the First Amendment null and void, unless otherwise authorized by the City. After GGP, Inc. and Inland Label & Marketing Services, Inc. have signed, executed and delivered the First Amendment, the City shall sign and execute the First Amendment.
4. Miscellaneous: Signatures of this First Amendment which are transmitted by either or both electronic or telephonic means (including without limitation facsimile and e-mail) are valid for all purposes. Any party shall, however, deliver an original signature to the other party upon request.

*112

This space is reserved for recording data

Return to

City Attorney
400 La Crosse St
La Crosse WI 54601

Parcel Identification Number/Tax Key Number

IN WITNESS WHEREOF, the parties of this First Amendment have caused this instrument to be signed and sealed by duly authorized representatives of GGP, Inc., Inland Label & Marketing Services, LLC. and the City.

GGP, INC.

CITY OF LA CROSSE

By: [Signature]
Gregory Prairie, President

BY: Timothy Kabat
Timothy Kabat, Mayor

BY: [Signature]
Mark Glendenning, Vice President

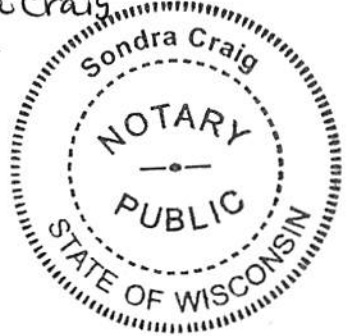
BY: [Signature] deputy
Teri Lehrke, City Clerk

Subscribed and sworn to before me this
31 day of August, 2015

Subscribed and sworn to before me this
21st day of September, 2015.



Sondra Craig
Notary Public, State of Wisconsin
My Commission expires: 11/11/17



INLAND LABEL & MARKETING SERVICES, LLC.

By: [Signature]
Mark Glendenning, Chief Executive Officer

BY: [Signature]
Mic Michels, Chief Financial Officer

Subscribed and sworn to before me this
3 day of August, 2015

[Signature]
Notary Public, State of Wisconsin Cristen A Houlihan
My Commission expires: 3-24-2018



EXHIBIT A
(Legal Description)

A parcel located in the Airport Industrial Park to the City of La Crosse also being located in the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 7, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows:

The south half of Lot 11; all of Lots 12, 13 and 14; and the North 130 feet of Lot 15 of said Airport Industrial Park.

