AMENDED LEASE

RECITALS

WHEREAS, the City of La Crosse, and the Redevelopment Authority of the City of La Crosse, adopted a Redevelopment Plan dated September 24, 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1202, Page 559, (hereinafter the "Plan"), and

WHEREAS, the City, the Authority, and the predecessor of the Developer, River Mountain, LLC, entered into a Turnkey Agreement for the Market Square Ramp/Housing/Retail Development Project dated October 13, 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1210, Page 929. This Agreement was amended by Addendum No. 1 to Turnkey Agreement dated November 1997, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1210 page 952, and by Addendum No. 2 to Turnkey Agreement dated September 8, 1998, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1267 page 509. The Turnkey Agreement and Addendums No. 1 and 2, hereinafter collectively referred to as "Turnkey Agreement," provided for the construction of 62 housing units, the "Housing" as defined in the Turnkey Agreement, 14,000 square feet of retail or commercial space, the "Retail Project" as defined in the Turnkey Agreement, and Six Hundred (600) parking stalls, the "Parking Facility" as defined in the Turnkey Agreement, collectively referred to as the "Project," and

WHEREAS, the Authority made that certain Declaration of Condominium for Market Square Condominium dated September 14, 1998, and recorded in the office of the Register of Deeds of La Crosse County, in Volume 1266, Page 617, hereinafter the "Declaration," and

WHEREAS, pursuant to the Declaration, a condominium association was created, to wit: Market Square Condominium Association, Inc., hereinafter the "Association," the members of which are the Authority and the Developer, and

WHEREAS, bylaws for the Association were created: hereinafter the "Bylaws," and

WHEREAS, the Authority is currently the fee simple owner of the Parking Unit, as defined in the Declaration, and the Developer is the fee simple owner of the Retail and Residential Unit, as defined in the Declaration. The Parking Unit is also known as Unit 1, as shown on a Condominium Plat filed in the office of the Register of Deeds of La Crosse County on September 14, 1998 in Volume 2 of Condominium Plats, Page 55, as Document Number 1207639, hereinafter the "Plat," and the Retail and Residential Unit is also known as Unit 2, as shown on the Plat, and

WHEREAS, the Authority and the predecessor of the Developer entered into a Lease for one hundred (100) of the one hundred eleven (111) parking stalls located in the lower level of the Parking Unit for the use of the Developer and the tenants of the Retail and

Residential Unit, hereinafter the "Lease," a Market Square Parking/Housing/Commercial Facility Maintenance Agreement (attached to the Turnkey Agreement as Exhibit G, the "Maintenance Agreement"), an Amendment to Market Square Parking/Housing/Commercial Facility Maintenance Agreement (unrecorded, the "Amended Maintenance Agreement") and

WHEREAS, the Declaration and Bylaws require the approval of the City and/or the Authority for any change to the Retail and Residential Unit as defined in the Declaration, and

WHEREAS, the Authority and City have approved the division of the Retail and Residential Unit into separate condominium units, and

WHEREAS, the Authority and the City have approved of the Amendment to the Lease,

NOW THEREFORE, the City, Authority and the Developer hereby enter into the following Amended Lease.

WITNESSETH:

That the City and Authority do hereby demise and lease unto the Developer, the following-described premises located in the City of La Crosse, La Crosse County, State of Wisconsin, on the following terms, to-wit:

100 secured parking spaces, located in the basement of the property described in the attached Exhibit A, from the date hereof until 12/31/2038; that the Developers interest in this Lease may be assigned by Developer to the appropriate condominium association or associations for Market Square, as transferee(s) of the Lessee, without the consent or approval of the City or the Authority; that the rates charged by the City or Authority (as applicable) for each of the 100 secured parking spaces shall not exceed rates paid by the general public for comparable parking spaces in the City of La Crosse, Wisconsin that are owned or managed by the City or Authority and, in any event, rates charged for each of the 100 secured parking spaces shall not increase by more than the same percentage increase proposed by the City or Authority (as applicable) for the remaining 500 parking spaces located in the Project; and to the extent that the provisions of this Lease are inconsistent or conflict with the Turnkey Agreement or the Parking Lease, each of such documents shall be deemed to be amended hereby.

Nothing shall be stored in the basement parking garage outside of any vehicle except as otherwise approved by the City and the Authority. The City and Authority may remove any such property and store it at the cost of the owner of the property.

This contract shall be binding upon the heirs, executors, administrators, successors and assigns of both the Lessor and Lessee, who are bound as fully and completely by the covenants herein as the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as hereinafter set forth above.

CITY OF LA CROSSE:

BY: _____
Mark Johnsrud, Mayor

BY: _____
Teri Lehrke, City Clerk

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

_____
Notary Public, State of Wisconsin
My Commission: 1-30-11

REDEVELOPMENT AUTHORITY OF
THE CITY OF LA CROSSE.

BY: _____
Lawrence J. Kirch, Executive Director

BY: _____
Edward R. Przytarski, Chairman

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

_____
Notary Public, State of Wisconsin
My Commission. 1-30-11

DEVELOPER, RIVER MOUNTAIN, LLC,
by all of its members:

BY: _____
Robert J. Thorud

Eugene R. Shumann Trust
dated August 17, 1999:

BY: _____
Eugene R. Shumann

BY: _____
Richard J. Beyer

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Robert J. Thorud
Eugene R. Shumann

_____
Notary Public, State of Wisconsin
My Commission: Expiring on 6/10/2012.

JANELL WOLF NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
)SS
COUNTY OF LA CROSSE)

Personally came before me
on October 21, 2008, the
above-named Richard J. Beyer

_____
Notary Public, State of Wisconsin
My commission is permanent

LAURA VAN FLEET NOTARY PUBLIC STATE OF WISCONSIN

CONSENT OF MORTGAGEE

RIVER BANK, mortgagee on Unit 2, hereby consents to the foregoing.

Dated this 3 day of November, 2008.

By: _____
Phillip Moen Title: Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 3 day of November, 2008, the above-named Phillip Moen to me known to be the person who executed the foregoing instrument and acknowledged that he executed for the purposes therein contained.

_____
Laura Van Fleet Notary Public
La Crosse County, WI
My Commission is permanent~~/expires~~ _____

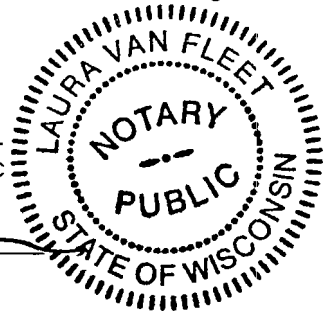

EXHIBIT A - LEGAL DESCRIPTION

Lot 1, Certified Survey Map recorded in Volume 8, page 78, City of La Crosse, La Crosse County, Wisconsin.

This Document was drafted by:
Attorney James W. McNeilly, Jr.
Lakelaw 7 Rivers La Crosse
Suite 500 Batavian Bank Building
319 Main Street
La Crosse, WI 54601