

SECOND AMENDMENT
TO AGREEMENT
INVOLVING RECREATIONAL FACILITIES

THIS IS the SECOND AMENDMENT TO THE AGREEMENT INVOLVING RECREATIONAL FACILITIES by and between the VILLAGE OF COTTAGE GROVE, a municipal entity organized pursuant to the laws of the State of Wisconsin (VILLAGE) and W.R.C. SPORTS COMPLEX, INC. (formerly known as WISCONSIN UNITED ATHLETIC CLUB INC.) a Wisconsin non-stock corporation (WRC).

The original AGREEMENT INVOLVING RECREATIONAL FACILITIES, executed with an effective date of August 18, 2008 contained various EXHIBITS. (**AGREEMENT**)

The AMENDMENT TO THE AGREEMENT INVOLVING RECREATIONAL FACILITIES was subsequently amended in May, 2009. (**FIRST AMENDMENT**)

The **AGREEMENT, EXHIBITS, the FIRST AMENDMENT** and this **SECOND AMENDMENT** are hereby incorporated as if fully set forth and collectively referred to as the **AMENDED AGREEMENT**, unless otherwise specifically identified.

Whereas, the **AGREEMENT** outlines the RUGBY PROJECT as consisting of, the construction and implementation of a CHAMPIONSHIP RUGBY FIELD, RUGBY PRACTICE FIELD and a CLUBHOUSE FACILITY, with ADA compliant bathroom facilities and an area to allow for limited park storage (see SECTION IV of the **AGREEMENT**).

WHEREAS, due to various circumstances, the parties have agreed to make certain revisions of the AGREEMENT.

Now, THEREFORE IN CONSIDERATION of the underlying Terms, Conditions, Promises and Obligations set forth herein, the parties agree as follows:

(1) The **VILLAGE** hereby releases **WRC** from the requirements of SECTION IV (c)(1) (public access to ADA compliant bathrooms and SECTION IV (c)(2) (area for limited park storage) contingent upon WRC donating the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) to the VILLAGE within sixty days of the effective date of this SECOND AMENDMENT.

Failure to make this payment shall render this SECOND AMENDMENT null and void.

(2) All other terms and conditions of the AMENDED AGREEMENT shall remain in full force and effect.

3) The parties agree neither has any legal, equitable or other claims which are capable of being brought by the other, and in the event any claim may exist, it is hereby waived.

(4) This AMENDED AGREEMENT is binding upon and inures to the benefit of the parties and their respective officers, directors, employees, parents, affiliates, subsidiaries, related companies, successors, transferees, and assigns.

(5) Each individual executing this AGREEMENT on behalf of each party warrants that he or she has the right, power and authority to execute this AGREEMENT on behalf of and to bind such party.

W.R.C. SPORTS COMPLEX INC.

Date: _____

By: _____

VILLAGE OF COTTAGE GROVE

Date: _____

By: John Williams, Village President

Date: _____

By: Lisa Kalata, Village Clerk