

## Amendment to Lease Agreement

This Amendment to Lease Agreement, made and entered into at Milwaukee, Wisconsin as of this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between MICHELS CORPORATION, a Wisconsin corporation (hereinafter referred to as the “Tenant”), and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the “City”).

Whereas, the City and the Tenant have entered into a Lease Agreement dated July 26, 2016 (“Lease Agreement”) for the lease of the Port’s South Harbor Tract referred to as Grand the Trunk site; and

Whereas, the Tenant is in compliance with its Lease Agreement and continues and remains in full force and effect; and

Whereas the City and Tenant have agreed to amend the terms of the Lease Agreement to add an additional 3.75 acres of bare ground property to the leasehold as further specified in this Amendment to Lease Agreement.

Now, Therefore, in consideration of the mutual covenants and conditions set forth herein, the City and Tenant agree to amend the Lease Agreement dated July 26, 2016 as follows:

1. **Property.** The Lease Agreement shall be amended to add 3.75 acres of bare ground property located adjacent to the existing leasehold at the Grand Trunk site. The Additional Property (“Additional Property”) is depicted on Exhibit A attached hereto and made a part of this Amendment.

2. **Rent.** Tenant shall pay Ten Thousand Two Hundred Eighty-Five and 71/100th Dollars (\$10,285.71) per acre, annually, as of the effective date of this Amendment. This shall be rent payable in addition to the rent payable under Lease Agreement dated July 26, 2016.

3. Except as otherwise provided for in this Amendment, all other terms and conditions of the Lease Agreement dated July 26, 2016 shall be extended to the Additional Property and remain unchanged and continue in full force and effect thru duration of the Lease Agreement.

4. In Witness Whereof, the parties hereto have caused this Amendment to Lease Agreement to be executed by the proper respective officers at Milwaukee, Wisconsin and their corporate seals to be affixed hereto on the day and year first above written.

In the Presence of:

CITY OF MILWAUKEE

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_  
Jim Owczarski, City Clerk

COUNTERSIGNED:

\_\_\_\_\_  
Martin Matson, Comptroller

BOARD OF HARBOR COMMISSIONERS

\_\_\_\_\_  
Timothy K. Hoelter, President

\_\_\_\_\_  
Paul Vornholt, Secretary

MICHELS CORPORATIONS

\_\_\_\_\_  
David Stegeman/Chief Legal Officer/Vice President

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, David Stegeman, the Chief Legal Officer/Vice President, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

APPROVED as to Form and Execution this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney



Amendment to Lease Agreement  
Between  
Michels Corporation  
And the  
Board of Harbor Commissioners  
City of Milwaukee

For lease of 3.75 acres of property, located at the Grand Trunk site and to be incorporated into the existing lease dated July 26, 2016.