

**ABM LEASE AMENDMENT NO. 2**  
CAO 232140 (9-14-2016)

This Amendment (the “**Amendment**”) is made, dated, and effective, as of **OCTOBER 1, 2016**, and is by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, a Wis. Stat. 66.1333 entity (“**RACM**”), as landlord, and ABM ONSITE SERVICES – MIDWEST, INC. (“**ABM**”), as tenant.

**RECITALS**

A. RACM owns 401-441 W. Wisconsin Avenue, Milwaukee, Wisconsin, Tax Key No. 361-0726-110 (the “**Parcel**”).

B. RACM entered into a NOVEMBER 1, 2013 lease with ABM<sup>1</sup> (the “**2013 Lease**”) for the west half of the Parcel; and, at that time, RACM was renting the east half of the Parcel to CENTRAL PARKING, INC. (“**CPI**”). A map showing the Parcel (the “**Map**”) was attached to the 2013 Lease as EXHIBIT A, and the portion leased to ABM was depicted on that Map as the **ABM Premises** while the portion leased to CPI was depicted on that Map as the Central Premises (herein called the “**CPI Premises**”).

C. RACM and CPI, acting under paragraph 6 of the October 29, 2002 lease between CPI and RACM (the “**CPI 2002 Lease**”), mediated and then arbitrated rent that CPI must pay to RACM. RACM and CPI also litigated about that arbitration in Milwaukee County Circuit Court, Case No. 2015-CV-005387. By Order of the Court in that case, dated September \_\_\_, 2016, Judge Sosnay determined, among other things, that come October 1, 2016, CPI would have no right, title or interest in the CPI Premises or under the CPI 2002 Lease. Also, prior to that Order, RACM had sent notices to CPI dated August 12 and August 19, 2016 that the CPI 2002 Lease would not be renewed and that RACM terminated the CPI 2002 Lease as of 4 PM on September 30, 2016.

D. RACM and ABM also entered into a September 21, 2015 “**RACM-ABM Agreement About 9/30/15 Termination Date**” wherein ABM acknowledged that ABM viewed the **May 2003 Management Agreement** between ABM<sup>2</sup> and CPI as a sublease (which May 2003 document is herein called the “**Sublease**”).

E. Per Sublease Section 1.2, if the CPI 2002 Lease expires or is terminated by lapse of time *or otherwise*, the property is no longer subject to the Sublease. Given Judge Sosnay’s Order, and RACM’s termination of the CPI 2002 Lease, the Parcel is no longer subject to the Sublease.

F. ABM and RACM also entered into “**ABM Lease Amendment No. 1**” dated October 15, 2015, amending Section 24.B. of the 2013 Lease.

G. ABM and RACM wish to now further amend the 2013 Lease so ABM leases from RACM the ~~entire Parcel – the east half and west half, the ABM Premises and CPI Premises.~~

---

<sup>1</sup> The Tenant under the 2013 Lease was ABM Parking Services, Inc.. ABM Onsite Services – Midwest, Inc. is successor by merger to ABM Parking Services, Inc.

<sup>2</sup> As successor to System Parking, Inc.

H. ABM and RACM agree to further amend the 2013 Lease on the terms and conditions herein. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the 2013 Lease.

## AGREEMENT

1. **Recitals.** The Recitals above are hereby accepted and agreed to.
2. **“ABM Premises.”** Henceforth, the term “**ABM Premises**” as used in this document and in the 2013 Lease shall mean the entire Parcel (east half and west half). This includes the “Shared Lane” as depicted on the Map attached to the 2013 Lease<sup>3</sup>. See **2016 Map** attached hereto as **EXHIBIT X**.
3. **Rent.** There are 286 striped stalls in the new definition of ABM Premises. In September 2016, ABM paid RACM rent for the west half of the Parcel at the monthly rate of \$12,734.50 (given only 143 stalls on the west half and the 2% annual rent escalator in 2013 Lease Section 6). Starting **October 2016**, ABM shall pay RACM monthly rent of **\$25,469**. ABM shall pay RACM that same monthly amount for each of November and December 2016.  
  
Starting January 2017, the monthly rent shall escalate by 2% per Lease Section 6 so during 2017, monthly rent shall equal **\$25,978.38**.  
  
Annually for years after 2017, monthly rent shall likewise escalate by 2% per year per Lease Section 6.
4. **Events and Strip Events.** Given the new definition of ABM Premises with 286 stalls (see **EXHIBIT X**), and the new rent for the ABM Premises reflecting rent for the entire Parcel, the calculations and examples in 2013 Lease Section 24 (as that section was already amended by ABM Lease Amendment No. 1) shall be adjusted accordingly, using the proper rent amounts and proper number of stalls. And the term “**ABM Strip**” as used in 2013 Lease Section 24 shall mean the ABM Strip as now depicted on **EXHIBIT X** (i.e. what used to be the ABM Strip and the Central Strip and that portion of the Shared Lane between the ABM Strip and Central Strip as shown on EXHIBIT A to the 2013 Lease). There are 72 stalls within the area under this new definition of ABM Strip.
5. **Shared Lane.** 2013 Lease Section 28 is amended by deleting therefrom the last sentence that reads “ABM must share the Shared Lane with Central so that each of ABM and Central and their respective invitees and customers are able to use the Shared Lane.”
6. **2013 Lease In Effect.** Except as amended hereby, and by ABM Lease Amendment No. 1, the 2013 Lease remains in effect.


---

<sup>3</sup> Accordingly, ABM Premises will mean, as depicted on the Map attached to the 2013 Lease, the ABM Premises (as formerly defined in the 2013 Lease) + the Central Premises + the Shared Lane.

ABM understands that 2013 Lease Section 15 prohibits ABM from entering into any contract or arrangement like the Sublease without RACM's consent. ABM agrees that if ABM violates Section 15, RACM may terminate ABM's lease for the Parcel on 2 days written notice to ABM.

7. **Counterparts; Recording.** This Amendment may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first written above.

<p><b>RACM: REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE</b></p> <p>By: _____ Lois A. Smith, RACM Board Chair</p> <p>By: _____ David P. Misky, RACM Assistant Executive Director, Secretary</p> <p>RACM Resolution File No. _____</p> <p>City Common Council Resolution File No. _____</p>	<p><b>ABM: ABM ONSITE SERVICES - MIDWEST, INC.</b></p> <p>By:  _____</p> <p>Name Printed: <u>Brian G. Bush</u></p> <p>Title: <u>Vice-President</u></p>
CAO 232140	

**Exhibit X: 2016 Map**  
**W WISCONSIN AVENUE**

