

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

PLEASE NOTE: TENANT MUST COMPLETE THE FOLLOWING:

(Note: Someone other than the individual who executed this Lease must certify the following):

CERTIFICATE RE: CORPORATION

I, _____ certify that I am the _____ of the
(print name) (print title)
above TENANT named herein; that _____, who executed this Lease
(print signator of tenant)
on behalf of the above TENANT was then _____ of said
(official capacity of signator)
corporation, and in said capacity, duly signed said Lease for and on behalf of said corporation,
being duly authorized so to do under its bylaws or is authorized so to do by action of its duly
constituted board, all of which is within the scope of its corporate powers.

Dated at _____ this _____ day of _____ 20 ____
(location)

(signature)

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.