

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is made and entered into as of the ____ day of May, 2021 by and between LINCOLN HOSPITALITY GROUP, LLC, a Wisconsin limited liability company ("Developer"), and the CITY OF WEST ALLIS, a Wisconsin municipal corporation ("City").

RECITALS

City and Developer acknowledge the following:

- A. City and Developer entered into that certain Development Agreement dated as of August 16, 2019 (the "Development Agreement") for development of the Project within the District.
- B. City and Developer amended the Development Agreement on September 3, 2019 (the "First Amendment") to amend the Development Agreement to change the expiration date of the Assessed Value Guaranty to be 13 years after the issuance of the Municipal Revenue Obligation for development of the Project within the District
- C. City and Developer desire to amend the Development Agreement as set forth herein.
- D. City, pursuant to Common Council action dated May __, 2021, has approved this Second Amendment and authorized its execution by the proper City officials on the City's behalf.
- E. Developer has approved this Second Amendment and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the Recitals and the promises and undertakings set forth herein, the parties do hereby amend the Development Agreement effective as of the date hereof as follows:

1.

ARTICLE IV **ASSESSED VALUATION GUARANTY**

(a) Article IV, Paragraph A is hereby amended to eliminate the required "Assessed Value Guaranty" for years 2021 and 2022, by deleting such paragraph in its entirety and inserting in its place the following:

A. In consideration of the issuance of the Municipal Revenue Obligation, Developer hereby guaranties that commencing in construction year 2022, revenue year 2024, and for each calendar year thereafter that this guaranty remains in place, the assessed valuation of the Property for real property tax purposes (the "Assessed Value") shall not be less than Twelve Million Five Hundred Thousand and 00/100 Dollars (\$12,500,000.00) (the "Guaranteed Value"). If in any year during the term of this guaranty the Assessed Value is less than the Guaranteed Value, then the Developer shall make an Assessed Value Shortfall Payment (as defined below) to the City as provided herein. An "Assessed Value Shortfall Payment" shall mean the difference between: (a) the amount of property taxes that would have been assessed against the Property in the applicable year had the Assessed Value been equal to the Guaranteed Value; and (b) the actual amount of property taxes assessed against the Property for such year. Developer shall make the Assessed Value Shortfall Payment to the City not later than thirty (30) days following the date that the property tax bill for the Property is issued. As an example of calculating an Assessed Value Shortfall Payment, assume: (w) the Assessed Value in 2023 is \$11,500,000 million; and (x) the City's property tax rate (all taxing jurisdictions included) for 2023 is 2.8%. In such instance, Developer would owe an Assessed Value Shortfall Payment to the city equal to \$28,000.00 [(\$12,500,000

million minus \$11,500,000 million) x 2.8%] payable on or before thirty (30) days following the issuance of the 2023 property tax bill for the Property.

2. Successors and Assigns. The terms and conditions of the Development Agreement as amended by this Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. Ratification. Except as expressly amended herein, the Development Agreement shall remain in full force and effect and is hereby ratified by the parties hereto.

4. Counterparts. This Second Amendment may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.

5. Digital Images. The parties agree to accept a digital image of this Second Amendment, as executed, as a true and correct original and admissible as best evidence for the purposes of state law, Federal Rule of Evidence 1002, and the like statutes and regulations. Execution and delivery of this Second Amendment by portable document format ("PDF") copy bearing the PDF signature of any of the parties hereto shall constitute a valid and binding execution and delivery of this Second Amendment by such party. Such PDF copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, this Second Amendment is executed as of the date first above written.

LINCOLN HOSPITALITY GROUP, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of May 2021, the above-named _____, as _____ of Lincoln Hospitality Group, LLC, and, to me known to be the person who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF WEST ALLIS

By: _____

Dan Devine, Mayor

By: _____

Rebecca Grill, City Administrator/Clerk

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of May, 2021, the above-named Dan Devine and Rebecca Grill, the Mayor and City Administrator/Clerk of the City of West Allis, respectively, and to me known to be the persons who executed the foregoing amendment on behalf of the City and by its authority and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin

My commission expires: _____

This instrument was drafted by and upon recording return to:

Kail Decker, City Attorney
City of West Allis
7525 West Greenfield Avenue, Room 232
West Allis, WI 53214