

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("Amendment") is made effective as of April 12, 2022, by and between **Mills Hotel Wyoming, LLC**, a Wyoming limited liability company ("Landlord") and **City of West Allis**, a Wisconsin Municipal Corporation ("Tenant") with reference to the following facts and circumstances.

RECITALS

- A. Landlord and Tenant entered into that certain Lease Agreement dated February 2, 2022 (the "Lease") for that certain building located at 11548 West Theodore Trecker Way, West Allis, Wisconsin 53214 (the "Building").
- C. Landlord and Tenant desire to amend the Lease upon terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and after good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. Definitions. Each capitalized term used in this Amendment shall have the same meaning as is ascribed to such capitalized term in the Lease, unless otherwise provided for herein.
2. Additional Improvement Rent. The amortization period for the Additional Improvement Rent as defined in Section 1 of the Lease shall be amended to seven (7) years and six (6) months.
3. Lease Term. The term of the Lease is hereby amended to thirteen (13) years beginning on the Commencement Date unless sooner terminated or extended as permitted herein.
4. Base Rent. Base Rent as defined in Section 1 of the Lease is hereby deleted and restated as follows:

Lease Year	\$ Per Rentable Sq. Ft.	Annual Base Rent	Monthly Installment
1	\$12.00	\$324,832.34	\$27,069.36
2	\$12.30	\$332,953.15	\$27,746.10
3	\$12.61	\$341,276.98	\$28,439.75
4	\$12.92	\$349,808.90	\$29,150.74
5	\$13.25	\$358,554.12	\$29,879.51
6	\$13.58	\$367,517.98	\$30,626.50
7	\$13.92	\$376,705.93	\$31,392.16
8	\$14.26	\$386,123.58	\$32,176.96
9	\$14.62	\$395,776.66	\$32,981.39
10	\$14.99	\$405,671.08	\$33,805.92
11	\$15.36	\$415,812.86	\$34,651.07
12	\$15.75	\$426,208.18	\$35,517.35
13	\$16.14	\$436,863.38	\$36,405.28

5. Abated Rent. The period of Abated Rent defined in Section 8 of the Lease is hereby amended from a period of five (5) months to a period of six (6) months.

6. Additional Improvement Rent. The second to last sentence of Section 8.02 of the Lease is hereby deleted and restated as follows:

“In addition to the foregoing payments, Tenant shall pay, during months four (4) through six (6) of the Abated Rent period, the total sum of \$81,208.09 (or lesser portion thereof if sufficient to pay off the balance of the Additional Improvement Rent) in three (3) equal monthly installments, which shall be applied to the balance of the Additional Improvement Rent.”

7. Ratification. Except as amended by this First Amendment, the remaining terms and conditions of the Lease are hereby ratified and confirmed and remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the terms of the Lease, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, this Amendment is executed as of the day and year aforesaid.

LANDLORD:

Mills Hotel Wyoming, LLC

By: 
Stephen C. Mills, Member

Date: April 25, 2022

TENANT:

City of West Allis, a Wisconsin Municipal Corporation

By: 
Kail Decker, City Attorney

Date: 4/12/22