

LEASE MODIFICATION AGREEMENT FOR MUELLER LEASE

THIS LEASE MODIFICATION AGREEMENT is made and entered into this 15th day of June, 2020, by and between **Village of Thiensville**, a Wisconsin municipal corporation, hereinafter referred to as "Landlord," **Greg Mueller Upholstery**, a sole proprietorship, hereinafter collectively referred to as "Tenant" modify a lease executed on August 17th, 2015 which was extended by agreement until September 20, 2020 ("Lease Agreement") by Landlord and Tenant. Landlord, Tenant may be collectively referred to as the "Parties."

RECITALS

WHEREAS, Landlord and Tenant entered into the Initial Lease Agreement dated August 17, 2015 wherein Landlord leased to Tenant parking space located near 121 S. Main St., Village of Thiensville which was subsequently extended and modified by adding Michael Koepke as a sublessee;

WHEREAS, Landlord and Tenant desire to modify and extend the Lease agreement subject to the removal of Michael Koepke as a sublessee and an indemnification and a hold harmless agreement from Tenant for any claims of Michael Koepke related to its sublease and/or its termination;

WHEREAS, Landlord desires to terminate its consent of Michael Koepke's sublease due to costly complications relating thereto and has provided sixty (60) days' notice to Michael Koepke.

NOW, THEREFORE, for and in consideration of the duties, covenants and obligations of each to the other hereunder, the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to modify the Initial Lease, as follows:

1. The Parties agree to extend the terms pursuant to Article 1 ("Term") on a year-to-year tenancy.
2. The Parties agree to terminate and remove Michael Koepke as a sublessee under the prior Lease Modification.
3. Tenant agrees to hold harmless and indemnify Landlord from any claims made by Michael Koepke, or his assigns, agents, heirs or invitees as a result of his prior sublease of the premises and/or the termination thereof.

4. Subject to the Modifications contained herein, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Modification Agreement to be executed as of the date first written above.

Landlord:

Village of Thiensville

Van Mobley, Village President

Tenant:

Greg Mueller Upholstery

Greg Mueller, Sole Proprietor

Attest:

Amy Langlois, Village Clerk

ADDENDUM A: INITIAL LEASE



Mueller Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective this 17th day of August, 2015, by and between the Village of Thiensville, a Wisconsin Municipal Corporation ("Landlord") and Greg Mueller Upholstery, a sole proprietorship, located at 121 S. Main Street, Village of Thiensville, Ozaukee County, Wisconsin ("Tenant").

Landlord makes available for lease a portion of the parking lot as shown in Certified Survey map #3693, (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 9-21-2015 and ending 9-20-2016.

B. This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either party to the other at least sixty (60) days prior to the expiration of this lease or the end of any year of continuation.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$400.00 per year. Each installment payment shall be due in advance on the first day of each calendar year during the lease term to Landlord at 250 Elm Street, Thiensville, Wisconsin 53092 or at such other place designated by written notice from Landlord or Tenant. A grace period of 10 days is allowed for late payments, after which any overdue payments bear interest of an annual rate of ten percent (10%). The rental payment amount for any partial calendar years included in the lease term shall be prorated on a monthly basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$400.00 per year, plus a increase calculated by multiplying the rental amount with the consumer price index rate as of the date of the renewal.

3. Use

Tenant may use the premises as a parking lot.

4. Sublease and Assignment.

Tenant shall have the right, without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Property Taxes.

Tenant shall pay, prior to delinquency, all installments of special assessments coming due during the Lease term on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

6. Insurance.

A. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain a policy or policies of comprehensive general liability insurance with respect to the tenants activities on the leased premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration.

7. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

8. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

9. Condemnation.

If any legally constituted authority condemns the land or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the

condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

10. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Village Administrator, Village of Thiensville
250 Elm Street
Thiensville, WI 53092

If to Tenant to:

Greg Mueller Upholstery
121 S. Main Street
Thiensville, WI 53092

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

11. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

12. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

13. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

14. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

15. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

16. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

17. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

18. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

By: Van G. Mobley
Van Mobley, Village President

ATTEST:

By: Dianne S. Robertson
Dianne Robertson, Village Clerk/Administrator

TENANT:

Greg Mueller
Greg Mueller

