

THIRD AMENDMENT
TO SERVICES AGREEMENT

THIS THIRD AMENDMENT TO SERVICES AGREEMENT is made effective January 1, 2020, between City of Manitowoc, Wisconsin, a municipal corporation, 900 Quay Street, Manitowoc, WI 54220-4543, the City of Two Rivers, Wisconsin, a municipal corporation, 1717 East Park Street, P.O. Box 87, Two Rivers WI 54241-0087, and the City of Kiel, a municipal corporation, 621 Sixth Street, Kiel, WI 53042, The Village of Mishicot is a municipal corporation in Wisconsin. The village of Mishicot Principal office located at 511 East Main Street, Mishicot, WI 54228. (each referred to herein individually as a “**Municipality**” and collectively as the “**Municipalities**”) and Progress Lakeshore, Inc. (Formerly the Economic Development Corporation of Manitowoc County), a Wisconsin non-stock corporation with its principal office at 202 North 8th Street, Suite 101, Manitowoc WI 54220.

RECITALS

WHEREAS, the Municipalities and Progress Lakeshore entered into a Services Agreement for a term from January 1, 2020, to December 31, 2023 the parties extended the terms and conditions of the Services Agreement for a three (3) year period commencing January 1, 2016, to December 31, 2019 (the "Services Agreement"); and

WHEREAS, the parties wish to extend the terms and conditions of the Services Agreement for a three (3) year period commencing January 1, 2020, to December 31, 2023 (the “Extended Term”);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Services Agreement is hereby amended and extended as follows:

1. Any capitalized terms not defined herein shall have the meaning set forth in the Services Agreement.

2. The term of the Services Agreement is hereby extended for the Extended Term. All such dates, deadlines and notices in the Services Agreement are hereby amended to properly effectuate such extension. All financial obligations of the parties including without limitation the Progress Lakeshore’s obligation to raise at least \$100,128 for each year of the Extended Term, and the Municipalities’ obligations to contribute, in the aggregate, an equal amount, shall remain unchanged. Should the Progress Lakeshore wish to obtain Future Contributions beyond 2023, Progress Lakeshore shall provide the notice contemplated in Section 2 of the Services Agreement on or before November 30, 2023.

3. In all other respects, the terms and conditions of original Services Agreement shall remain in full force and effect.

Progress Lakeshore, Inc

By: _____
Sam Grage, President Date _____

By: _____
Peter Wills, Executive Director Date _____

CITY OF MANITOWOC

By: _____
Justin Nickels, Mayor Date _____

By: _____
Deborah Neuser, City Clerk Date _____

CITY OF TWO RIVERS

By: _____
Gregory E. Buckley, City Manager Date _____

By: _____
Kim Graves, City Clerk Date _____

CITY OF KIEL

By: _____
Mike Steinhardt, Mayor Date _____

By: _____
Jamie Aulick, City Administrator Date _____

VILLAGE OF MISHICOT

By: _____
Bernie J. Samz, President Date _____

By: _____
Carol Paider, Village Clerk-Treasurer Date _____