

## FIFTH AMENDMENT TO CASH RENT FARM LEASE

**THIS AMENDMENT** (this "Amendment") is made to become effective as of the 1st day of April 2026 (the "Effective Date") by and between the **Community Development Authority of the City of Whitewater** (hereinafter "Landlord"), 312 W. Whitewater Street, Whitewater, WI 53190, and **Timothy Kiel and Rachel Kiel** (hereinafter "Tenant" whether one or more) of 10251 East State Road 59, Milton, WI 53563.

**WHEREAS**, Landlord and Tenant entered into Cash Rent Farm Lease dated effective March 1, 2021, (which Lease and any subsequent Amendments thereto, hereinafter referred to as the "Lease") providing for the lease by Tenant from Landlord of the real estate described therein;

**WHEREAS**, the parties desire to amend the Lease upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Section 1 of the Lease is hereby deleted and the following provision is inserted in place of said Section 1:

**Lease.** For and in consideration of the covenants and agreements set forth in this Lease to be kept and performed by Tenant, Landlord agrees to lease to Tenant certain real property consisting of approximately 58.39+/- acres of vacant land located in the Whitewater Business and Technology Park, City of Whitewater, Walworth and Jefferson Counties, State of Wisconsin (hereinafter the "Leased Land"). The Leased Land is identified in the sketch attached as Exhibit A\* and incorporated herein by reference which shows the general location and configuration of the Leased Land. (**\*Note, Exhibit A referenced above means Exhibit A which is attached to this Amendment**).

2. Section 2 of the Lease is hereby deleted and the following provision is inserted in place of said Section 2:

**Rent.** Tenant shall pay to Landlord a total rent of **\$8,758.00 each year (\$150.00 per acre)** during the term of this Lease, payable in full on or before March 1st of each year during the lease term, unless otherwise agreed to in writing by the parties. All rent shall be payable to Landlord at the address set forth above unless otherwise directed by Landlord.

3. Certain capitalized terms in this Amendment shall have the same meaning as corresponding capitalized terms in the Lease.

4. Except as amended and modified by this Amendment, all other terms and conditions of the Lease shall be and remain in full force and effect, without interruption.

5. In the event of a conflict between the provisions of this Amendment and the provisions set forth in the Lease, the provisions of this Amendment shall control.

**IN WITNESS WHEREOF**, Landlord and Tenant, by their respective duly authorized representatives, have executed this Amendment to become effective as of the Effective Date first written above.

**LANDLORD:**

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF WHITEWATER

By: \_\_\_\_\_  
Mason Becker, Executive Director

Date Signed: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Timothy Keil

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Rachel Keil

Date Signed: \_\_\_\_\_