

AMENDMENT 1 TO AGREEMENT

This Amendment (“Amendment”) is made and entered into as of May 22, 2025, by and between:

WILD EAGLE LODGE CONDOMINIUM ASSOCIATION, INC., with a principal place of business at 1965 Wild Eagle Lane, Eagle River, WI 54521 (the “Association”), and **WILD EAGLE LODGE, LLC.**, with a principal place of business at 1965 Wild Eagle Lane, Eagle River, WI 54521 (the “Manager”).

RECITALS

WHEREAS, the Association and the Manager entered into an Agreement dated January 1, 2023 (the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to amend the Agreement as follows:

1. Amendment to Section 5

The original Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5 The Association, at its discretion, may permit LLC to conduct certain events on the Association's property subject to the following terms:

- a. No later than ten days prior to the time period during which events are permitted, LLC will provide the Association with proof that it has in effect insurance covering all potential liability stemming from the event for a sum of not less than \$1,000,000 per occurrence and will provide a copy of the coverage to the Association.
- b. LLC assumes all liability stemming from the event and agrees to hold the Association harmless and further agrees to indemnify the Association for any claims made against the Association arising from the event including payment of the Association's attorneys' fees and costs arising from any such claims. LLC's duty shall include a duty to defend the Association utilizing counsel of the Association's choosing.
- c. No later than ten days prior to the event, LLC shall provide the Association with a plan to ensure invitees who are not owners or guests of Wild Eagle Lodge units, do not use parking or dock spaces reserved for owners and guests of Wild Eagle Lodge. The plan will also set forth steps that will be

taken to ensure that invitees do not use other portions of the Association's property that are not being used for the event. The plan must be approved by the Association's Board prior to holding the event.

- d. No later than ten days prior to the event, LLC shall provide the Association with a plan for the event. The plan must be approved by the Association's Board prior to holding the event.
- e. No later than ten days prior to the event, LLC shall pay the Association the sum of \$1,500 for use of the Association's property.
- f. LLC shall ensure that the Association's property is clean and restored to its pre-event condition by 12 p.m. the day following the event with the exception of tents. LLC shall endeavor to have the tents removed from the property by the Monday following the event and no later than the Wednesday following the event unless otherwise agreed to by the Association.
- g. Failure to abide by the terms of this Agreement will require LLC to cancel the event at LLC's expense.
- h. Events shall take place between May 1st through the third weekend in June then the third weekend in August to October 31st, but will not take place on Labor Day weekend or Cranberry Fest weekend. LLC will not need prior approval to book events within these parameters. Outdoor weddings will end at 11:59 pm the day of the wedding and will include use of a ceremony site the day prior to the wedding for rehearsal and the day of the event for the ceremony."

2. No Other Changes

Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Wild Eagle Lodge Condominium Association, Inc.

By: *D. V. Ritz*

Title: *Vice President*

Wild Eagle Lodge, LLC

By: *Chris Giv*

Title: *Managing member*

AMENDMENT 1 TO CONDOMINIUM MANAGEMENT AGREEMENT

This Amendment (“Amendment”) is made and entered into as of May 22, 2025, by and between:

WILD EAGLE LODGE CONDOMINIUM ASSOCIATION, INC., with a principal place of business at 1965 Wild Eagle Lane, Eagle River, WI 54521 (the “Association”), and
WILD EAGLE LODGE, LLC., with a principal place of business at 1965 Wild Eagle Lane, Eagle River, WI 54521 (the “Manager”).

RECITALS

WHEREAS, the Association and the Manager entered into a contract dated January 1, 2023 (the “Condominium Management Agreement”); and

WHEREAS, the parties desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to amend the Agreement as follows:

1. Amendment to Section 3.01 Base Amount

The original Section 3.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The Association agrees to pay the Manager compensation in the amount of Twenty-Seven Thousand Two Hundred Fifty-Seven dollars and Forty Cents (\$27,257.40) per month, commencing with the month of July 2025, for the performance of the powers and duties set forth in Article II. The compensation is due and payable on the first day of each month and may be paid from revenues collected by the manager. Payment provided for in this Section 3.01 is expressly conditioned on the Manager's compliance with the separate agreement between Manager and the Association related to pontoon storage, event fees and resort fees. The parties further agree that in the event of a government mandated restriction on operations such as the COVID-19 restrictions in early 2020, the parties will promptly meet to agree on an appropriate monthly payment that would apply only during the course of that government mandated restriction period. Manager and the Association shall also share responsibility for the expenses listed in Exhibit D hereto in the percentage listed in Exhibit D."

2. No Other Changes

Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Wild Eagle Lodge Condominium Association, Inc.

By: *[Signature]*

Title: Vice President

Wild Eagle Lodge, LLC

By: *[Signature]*

Title: managing member



Wild Eagle Lodge Condominium Association, INC

CERTIFICATION

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of resolutions duly adopted by the Board of Directors of WELCA at a meeting held on May 21, 2025 at which a quorum was present and voted in favor of the resolutions.

A handwritten signature in blue ink, which appears to read "Dennis V. Osimitz", is written over a horizontal line.

Dennis V. Osimitz
Vice President, Board of Directors