

SECOND AMENDMENT TO INDENTURE

Between

SPECIALTY RESTAURANTS OF WISCONSIN

and the

BOARD OF HARBOR COMMISSIONERS

of the

CITY OF MILWAUKEE

**For renewal of lease of Port Property
located at 550 North Harbor Drive**

Term of Lease: February 1, 1998 through January 31, 2008

Date of Agreement: 2-26-04



SECOND AMENDMENT TO INDENTURE

Amendment to Indenture made as of this 26 day of February, 2004, by and between Specialty Restaurants of Wisconsin, Inc., a Wisconsin corporation (hereinafter referred to as the "Tenant"), and the City of Milwaukee, a Wisconsin municipal corporation, acting by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

Whereas, the City and the Tenant entered into an Indenture dated December 28, 1966, whereby Tenant leased certain property comprising a portion of the Municipal Passenger Pier, adjacent to the North Harbor Tract, from the City, as more fully described in that document (hereinafter referred to as the "Indenture"); and

Whereas, the Indenture provided that the initial term of the lease would expire on the last day of January, 1988, but further provided that the Tenant was granted three options to continue the lease for additional periods of ten years each; and

Whereas, the Tenant exercised its first option under the Indenture and notified the City of its intention to renew the lease for the period February 1, 1988 through January 31, 1998 (hereinafter referred to as the "First Renewal Term") resulting in the negotiation and execution of an Amendment to Indenture

between the City and the Tenant covering the period comprising the First Renewal Term; and

Whereas, the Tenant has exercised its second option under the Indenture and has notified the City of its intention to renew the lease for the period February 1, 1998 through January 31, 2008 (hereinafter referred to as the "Second Renewal Term"); and

Whereas, representatives of the City and the Tenant have negotiated and agreed to a retroactive lump sum rental payment and to an annual base rental sum to be payable by the Tenant to the City during the Second Renewal Term; NOW, THEREFORE,

The City and the Tenant agree to the following terms and conditions for this Second Amendment to Indenture:

1. The Tenant shall pay to the City as and for annual minimum rent during the period from January 1, 2004 through January 31, 2008 inclusive, a sum to be not less than Seventy Five Thousand Dollars (\$75,000.00) per year, due and payable at the rate of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) per month, in advance, on the first business day of each calendar month. Payment shall be made promptly by the Tenant to the City without demand therefor.

2. The Tenant shall additionally pay to the City as and for retroactive rent for the period from February 1, 1998 through December 31, 2003, the lump

sum of Seventy Five Thousand Dollars (\$75,000.00). This lump sum shall be fully due and payable on the 15th day of the month immediately following the approval of: (a) this Second Amendment to Indenture; and (b) the exterior improvements associated with an instrument entitled "License Agreement - Outdoor Seating and Firepits" to be executed by the Tenant and the City.

3. The Tenant and the City agree that, other than the method of payment of rents as set forth in paragraphs 1 and 2 above, all other provisions regarding rents and gross receipts set forth in the Indenture and in the Amendment to Indenture dated April 8, 1988, including without limitation the definition of "gross receipts," Tenant's obligations to document gross receipts, the City's ability to inspect books and records regarding gross receipts, and Tenant's annual obligation to make settlement of any additional sums due the City as rent, shall remain in full force and effect.

4. The Tenant and the City agree that the City's right to timely receipt of the payments identified in paragraphs 1, 2 and 3 of this document is an express condition of this lease agreement and Tenant's failure to make timely rental payments shall constitute a default hereunder.

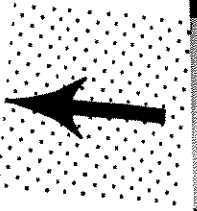
5. All of the other terms and conditions in the Indenture and in the Amendment to Indenture dated April 8, 1988 shall remain in full force and effect as therein expressed, except as and where specifically modified by the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Indenture to be executed by their proper respective offices and their corporate seals to be affixed hereto as of the day and year first written above.

In The Presence of:

CITY OF MILWAUKEE

_____ Mayor



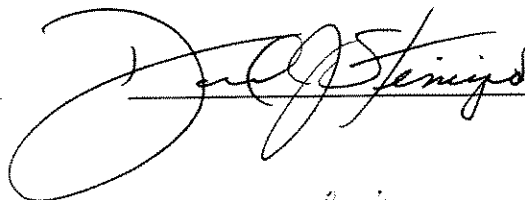
_____ City Clerk

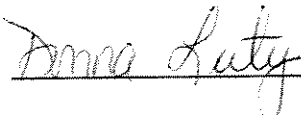
COUNTERSIGNED:

_____ City Comptroller

In The Presence of:

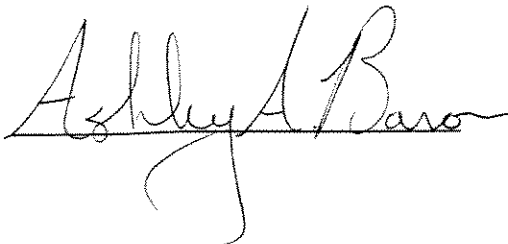
BOARD OF HARBOR
COMMISSIONERS

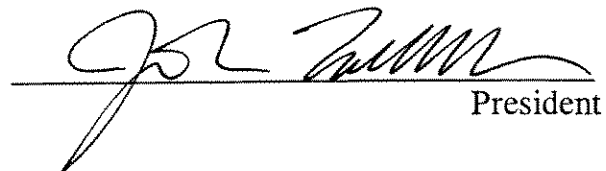
 _____ President

 _____ Secretary

In The Presence of:

SPECIALTY RESTAURANTS OF
WISCONSIN, INC.

 _____

 _____ President

h

J. B. Menard

Deborah Sallichet
Secretary

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this ___ day of _____, 200__,
_____, Mayor of the above-named municipal corporation,
who by its authority and on its behalf executed the foregoing instrument and
acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this ___ day of _____, 200__,
_____, the City Clerk of the above-named municipal
corporation, who by its authority and on its behalf executed the foregoing
instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this ___ day of _____, 200__,
_____, Comptroller of the above-named municipal

corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

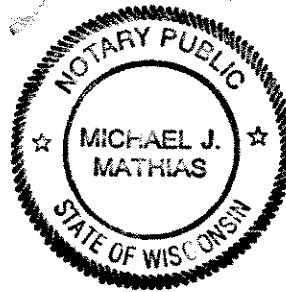
NOTARY PUBLIC, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 15th day of MARCH, 2004,
DAN STEININGER, President, and DONNA LUTY, Secretary
of the Board of Harbor Commissioners, who by its authority and on its behalf
executed the foregoing instrument and acknowledged the same.

Michael J. Mathias

NOTARY PUBLIC, State of Wisconsin
My Commission expires: 02/06/05

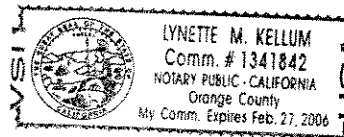


STATE OF CALIFORNIA
ORANGE COUNTY

Personally came before me this 26th day of FEBRUARY, 2004,
JOHN D. TALLICHET, President of Specialty Restaurants of Wisconsin, Inc.,
who by its authority and on its behalf executed the foregoing instrument and
acknowledged the same.

Lynette M. Kellum

NOTARY PUBLIC, State of CALIFORNIA
My Commission expires: 2-27-06



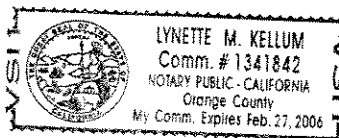
STATE OF CALIFORNIA
ORANGE COUNTY

Personally came before me this 26th day of FEBRUARY, 2004,
CECILIA TALLICHET, Secretary of Specialty Restaurants of Wisconsin, Inc.,

Handwritten mark or signature.

who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Lynette M. Kellum
NOTARY PUBLIC, State of CALIFORNIA
My Commission expires: 2-27-06



This Agreement Drafted by the
Office of the City Attorney

APPROVED as to Form and Executive this
____ day of _____, 200____.

Assistant City Attorney

SSM:lmb
12/8/2003
1122-2002-3845:75670