

AMENDMENT TO LEASE AGREEMENT

Between

EDWARD E. GILLEN COMPANY

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For 2.9 acres of property on the South Harbor Tract

Term: month-to-month

Effective Date:

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement made and entered into as of this _____ day of _____ 2005, by and between EDWARD E. GILLEN COMPANY, a Wisconsin corporation, (hereinafter referred to as the "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

WITNESSETH:

WHEREAS the City and the Tenant have entered into a Lease Agreement dated October 19, 2000 (hereinafter referred to as the "Lease Agreement"), for the lease of approximately 2.0 acres of real property located on the South Harbor Tract of Milwaukee (and hereinafter referred to as the "Property"); and

WHEREAS the term of the current Lease Agreement continues on a month-to-month basis and can be terminated only upon 90 days written notice from either party to the other; and

WHEREAS the City and the Tenant desire to amend the Lease Agreement in the manner hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the City and the Tenant agree to amend the Lease Agreement dated October 19, 2000 as follows:

1. **Term.** The term of the Lease Agreement shall be month-to-month terminating only upon 90 days written notice from either party to the other. The original 2.00-acre parcel shall be increased by 0.90 acres to total 2.90 acres. This .90 acre addition to the Lease, as shown on Exhibit A attached hereto, represents the adjoining parcel to the north.

2. **Rent.**

(A) Tenant shall pay the sum of Two Thousand Nine Hundred Twenty Eight and 00/100 Dollars (\$2,928) per month, due and payable by Tenant to City on the first business day of each month. Rent is retroactive to March 1, 2005.

(B) On the second-year anniversary of the effective date of this Lease (March 1, 2007) and on each subsequent two year anniversary, the annual fair rental value of the Property shall be increased by an amount determined by applying the percentage increase, if any, in the "All Commodities" line of the "Producer Price Index" published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the two-year period prior to the beginning of the new rental period, to the fair rental value figure for the first two-year term, or such subsequent initial two-year term increment as the case may be; provided, however, that in no event shall the new base rental, as adjusted, be less than that paid in the prior two-year rental period.

3. Incorporation by Reference. All other terms and conditions of the Lease Agreement between the City and the Tenant are incorporated herein and are to continue in full force and effect insofar as they are not inconsistent with the terms and conditions of this Amendment. In any case of inconsistency, the terms and conditions of this Amendment will govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Lease Agreement to be executed by the proper respective officers as of the day and year first above written.

In the Presence of:

CITY OF MILWAUKEE

Thomas Barrett, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

In the Presence of:

BOARD OF HARBOR COMMISSIONERS

Daniel J. Steininger, President

Donna C. Luty, Secretary

In the Presence of:

EDWARD E. GILLEN CO.

Richard C. Zirbel, President

C. M. Laney, Secretary

**STATE OF WISCONSIN
MILWAUKEE COUNTY**

Personally came before me this _____ day of _____, 2005, Thomas Barrett, 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 _____, 2005, Ronald D. Leonhardt 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 _____, 2005,
_____, the _____ City Comptroller of the
above-named municipal corporation, who by its authority and on its behalf executed the
foregoing and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

**STATE OF WISCONSIN
MILWAUKEE COUNTY**

Personally came before me this _____ day of _____, 2005, Daniel J.
Steininger, President, and Donna C. Luty, Secretary of the Board of Harbor
Commissioners, 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 _____, 2005, Richard
C. Zirbel, the President, and C.M. Laney, the Secretary, of Edward E. Gillen Co., who by
its authority and on its behalf executed the foregoing instrument and acknowledged the
same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

APPROVED as to Form and Execution this
_____ day of _____, 2005.

Assistant City Attorney