

(this lease never was approved by CC or signed by tenant/City officers; it is being resubmitted for such 10/5/06)

EXTENSION TO LEASE AGREEMENT

Between

SUPPORT TERMINALS OPERATING PARTNERSHIP, L.P.

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

THIRD EXTENDED TERM

Term of Lease: August 17, 2005 through August 16, 2010

Date of Agreement:

EXTENSION TO LEASE AGREEMENT

Extension of Lease Agreement made as of this _____ day of _____, 2006, by and between SUPPORT TERMINALS OPERATING PARTNERSHIP, L.P., a Delaware Limited Partnership, (hereinafter referred to as "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 Tenant and the City entered into a Lease Agreement dated October 30, 1990 (hereinafter referred to as the "Lease Agreement") whereby the City leased to the Tenant certain real property (hereinafter referred to as the "Property"), located on the South Harbor Tract of the City of Milwaukee, consisting of an initial term commencing on August 17, 1990 and terminating on August 16, 1995 (hereinafter referred to as the "Initial Term") and up to four (4) successive periods of five (5) years each, at the option of the Tenant commencing on August 17, 1995 (hereinafter referred to as "Extended Terms"); and

WHEREAS, the Lease Agreement further specified the terms and conditions of the leasehold, including, inter alia, provisions concerning land rental, throughput and dock connections; and

WHEREAS, the Tenant and the City have agreed to amend the particular provisions of the Lease Agreement noted above;

NOW, THEREFORE, the Tenant and the City agree to the following terms of this Extension of Lease Agreement:

1. That Tenant has declared its Third Extension option commencing 17 August 2005 and terminating 16 August 2010.

2. Section 3 of the Lease Agreement is hereby amended in the following respects:

A. The “Base Rental” for the Third Option Period commencing 17 August 2005 shall be at the rate of One Hundred Two Thousand, Six Hundred Thirty Two Dollars (\$102,632) per annum.

B. The “Throughput” charge specified by the provisions of Section 3 of the Lease Agreement shall be fifteen cents (15¢) per gross ton for petroleum products. For non-petroleum products, in quantities from 0-25,000 gross tons, throughput charge shall be fifteen cents (15¢) per ton; for quantities of 25,001-50,000 gross tons, the “throughput” charge under Section 3 of the Lease Agreement shall be forty-four cents (44¢) per ton; and for quantities over 50,000 gross tons, the “throughput” charge shall be fifteen cents (15¢) per gross ton.

3. In all other respects the terms and conditions of the Lease Agreement are hereby reaffirmed and shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Extension of Lease Agreement under seal as of the day and year first above written.

In the Presence of:

CITY OF MILWAUKEE:

TOM 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 LUTY, Secretary

In the Presence of:

**Support Terminals Operating Partnership,
L.P. a Delaware Limited Partnership:**

Michael J. Burgett, PRESIDENT

**STATE OF WISCONSIN
MILWAUKEE COUNTY**

Personally came before me this _____ day of _____, 2006, Tom 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 _____, 2006, Ronald D. Leonhardt, 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 _____, 2006, W. Martin Morics, 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 _____, 2006, 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 TEXAS
BEXAR COUNTY**

Personally came before me this _____ day of _____, 2006, Michael J. Burgett, President of Support Terminals Operating Partnership, L.P., who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Texas
My Commission Expires _____

APPROVED as to Form and Execution this
_____ day of _____, 2006.

STUART S. MUKAMAL
Assistant City Attorney

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