

AMENDMENT TO & EXTENSION OF
LEASE AGREEMENT

Between

EDWARD E. GILLEN COMPANY

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For 7.615 acres of bare ground located in the northeast
corner of the Port's Grand Trunk Property

Term: 1/1/2008 - 12/31/2010

AMENDMENT TO & EXTENSION OF LEASE AGREEMENT

Amendment to and Extension of Lease Agreement made as of the ____ day of _____, 20____, by and between Edward E. Gillen Company, a Wisconsin corporation, (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 City and the Tenant have entered into a Lease Agreement dated October 24, 2005 (hereinafter referred to as the "Lease Agreement") as amended for the lease of 7.615 acres of real property located on the Grand Trunk Property of the City of Milwaukee (hereinafter referred to as the "Property"); and

WHEREAS, the city and the Tenant desire to further extend and amend their previous 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 24, 2005 as amended as follows:

1. Term. The term of this Lease Extension shall commence on January 1, 2008 and terminate on December 31, 2010.

2. Rent.

A) For Parcels A and B (totaling 4.8 acres) Tenant shall pay to City a base rental figure of Three Thousand Six Hundred Eighty and 00/100th Dollars (\$3,680) per month payable quarterly in arrears.

For Parcel C (totaling 2.8 acres) Tenant shall pay to City a base rental figure of Two Thousand One Hundred Sixty and 00/100th Dollars (\$2,160) per month in advance. Tenant will declare to City when it elects to use its option to start occupying this parcel and when it has ceased to occupy the parcel. Rent will be charged in monthly increments, not to be prorated, only for those months Tenant actually elects to use Parcel C.

Tenant's operations on any of these three parcels will not infringe on wetlands as they may exist on the Property.

B) Escalation. Rent to be escalated annually as set forth in Paragraph 3(C) of the Lease Agreement.

3. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §19.21, et seq. Tenant acknowledges that it is obligated to assist the City in

retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Tenant must defend and hold the city harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of finally payment under this Agreement.

4. Tenant or its contractors agree to properly secure all necessary permits and licenses required by any state, federal or local departments or agencies for the construction and operation of Tenant's business and improvements. A copy of each such permit or license shall be sent to the Port of Milwaukee for its record file.

5. Incorporation by Reference. All other terms and conditions of the original 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 Extension and Amendment. In any case of inconsistency, the terms and conditions of this Extension and Amendment will govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to and Extension of Lease Agreement to be executed by the property respective officers 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:

EDWARD E. GILLEN COMPANY

(witness)

Mr. Richard Zirbel, President

(witness)

**STATE OF WISCONSIN
MILWAUKEE COUNTY**

Personally came before me this ____ day of _____, 20____, 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 _____, 20____, 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 _____, 20____, W. Martin Morics 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 _____, 20____, Daniel J. 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.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

**STATE OF WISCONSIN
MILWAUKEE COUNTY**

Personally came before me this _____ day of _____, 20____, Mr. Richard C. Zirbel, the President of Edward E. Gillen Company, and _____, the _____, 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 _____, 20____

Assistant City Attorney