

AMENDMENT TO & EXTENSION OF
LEASE AGREEMENT

Between

EDWARD E. GILLEN COMPANY

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For .921 acres of property on the South Harbor Tract

Effective: January 1, 2007 – December 31, 2010

AMENDMENT TO AND EXTENSION OF LEASE AGREEMENT

This Amendment to and Extension of Lease Agreement made and entered into at Milwaukee, Wisconsin as of this _____ day of _____ 2006, 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 December 20, 1999 (hereinafter referred to as the "Lease Agreement"), for the lease of .921 acres of real property located at 1801 East Carferry Dr. in the City of Milwaukee (and hereinafter referred to as the "Property");

WHEREAS the Lease Agreement provided for an initial term of five (5) years commencing on January 1, 1999 and terminating on December 31, 2003 (the "Initial Term"); and

WHEREAS the Lease Agreement was last extended for a two-year period terminating on December 31, 2007; and

WHEREAS the Tenant has agreed to make certain modifications to the Tenant's improvements on the Property at the request of the City as more specifically described in Clause 3; and

WHEREAS the costs of these changes in the amount of Forty Thousand and 00/100 Dollars (\$40,000) will be reimbursed by the City to Tenant through equal adjustments to the annual rental payments during the four years of the extended term of the lease.

WHEREAS the City and the Tenant have agreed to further extend the term of the Lease Agreement and to amend certain parts of its terms and conditions, as specified in this Amendment to and Extension of Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth the herein, the City and the Tenant agree to amend the Lease Agreement dated December 20, 1999 as follows:

1. **Term.** The term of the Lease Agreement shall be extended for four (4) years commencing at 12:00 a.m. on January 1, 2007 and terminating at 11:59 p.m. on December 31, 2010 (the "Extended Term").

2. **Rent.** Tenant shall pay to City the first year of the extended term (2007) the base sum of Twenty Two Thousand Two Hundred Eighty and 00/100 Dollars (\$22,280) adjusted to the amount determined by apply the percentage increase, if any, in the "All Commodities" line (code 2500) of the "Producer Price Index" published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the prior twelve months of available data; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below the base sum. The amount of Ten Thousand and 00/100 Dollars (\$10,000) shall then be deducted from the PPI adjusted base rental. This amount will be payable to City in quarterly payments in arrears.

Rent for 2008 will be calculated by adjusting the 2007 rental rate by the Producer Price Index in the same manner as described above and so forth for the years 2009 and 2010.

3. **Tenant's Changes To Improvements.** The Port is undertaking a rail track improvement project. The Tenant's property borders this rail track. A shop building on the property has been an obstacle over the years to the straight alignment of the track necessitating that the track takes a jog around the building.

The track improvement project calls for straightening the track, which can only happen if the shop building is partially removed. The Tenant is willing to demolish half the building and reconstruct the westerly wall so it can continue to be used. This will cost about \$40,000.

The Lease boundaries have been amended to show the adjusted property line in revised Exhibit A.

The terms and conditions of the Lease Agreement as have been in effect during the Initial Term and subsequent extensions, shall remain unchanged and continue in full force and effect throughout the Extended Term.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to and Extension of Lease Agreement to be executed by the proper respective officers at Milwaukee, Wisconsin and their corporate seals to be affixed hereto on 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 _____, 2006, 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 _____, 2006, 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 _____, 2006, _____, 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 _____, 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 WISCONSIN
MILWAUKEE COUNTY**

Personally came before me this _____ day of _____, 2006, 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 _____, 2006.

Assistant City Attorney