

AMENDMENT TO AND 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, 2005 – December 31, 2005

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 \_\_\_\_\_ 2005, 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").

W I T N E S S E T H :

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 extended for a one-year period terminating on December 31, 2004; and

WHEREAS the Tenant has at no time elected to terminate the Lease Agreement and that, consequently, the Lease Agreement has continued to be, and remains, in full force and effect; and

WHEREAS the City and Tenant have agreed to enter into discussions to explore a possible alternative site for the relocation of the Tenant's operations on the Property; and

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 one (1) year commencing at 12:00 a.m. on January 1, 2005 and terminating at 11:59 p.m. on December 31, 2005 (the "Extended Term").

2. **Rent.** Tenant shall pay to City during the extended term retroactively, the sum of Twenty One Thousand One Hundred Twenty and 00/100 Dollars (\$21,120) per year payable quarterly in arrears.

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 \_\_\_\_\_, 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