

LEASE AGREEMENT

Between

U.S. VENTURE, INC.

and the

BOARD OF HARBOR COMMISSIONERS/

City of Milwaukee

For 11.1 acres of property located at 1626 S. Harbor Drive

Term: May 1, 2014 through December 31, 2024

LEASE AGREEMENT

Lease Agreement made as of the 1st day of May, 2014, by and between U.S. Venture, Inc., a Wisconsin corporation, (hereinafter referred to as "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

WITNESSETH:

City hereby leases, demises and lets unto Tenant the real property comprised of 11.1 acres (hereinafter referred to as the "Property"), located at 1626 S. Harbor Drive of the City of Milwaukee, and grants Tenant an easement for the installation, operation and maintenance of a liquid products pipeline to the City's Liquid Cargo Pier (the "Liquid Cargo Pier") as such pier is described in the Municipal Port Tariff No. 21, Port of Milwaukee, effective February 14, 2013. The Property is more particularly described in Exhibit A, which is affixed hereto and incorporated into this document by this reference.

This Lease is entered into by the parties under the following terms and conditions:

1. **Term.**

(A) **Initial Term:** The initial term of this Lease shall be for a period of ten (10) years and seven and one-half months (the "Initial Term") commencing 12:00 a.m. May __, 2014 (the "Effective Date") and terminating at 11:59 p.m. December 31, 2024.

(B) **Extension Terms:** Tenant shall have the right to extend the term of this Lease for two (2) successive periods of ten (10) years each, the First Extension Term commencing 12:00 a.m. January 1, 2025 and terminating at 11:59 p.m. December 31, 2034; and the Second Extension Term commencing 12:00 a.m. January 1, 2035 and terminating at 11:59 p.m. December 31, 2044. In order to exercise each option to extend this Lease under this Section, Tenant shall provide City with written notice of its intent to do so no less than twelve (12) months prior to the expiration of the Initial Term or any extended term.

2. **Rent and Additional Charges.**

(A) **Base Rental:** The base rental rate under this Lease for the period beginning on the Effective Date and ending December 31, 2015 shall be Seven Thousand Five Hundred Dollars (\$7,500) per acre per year or Eighty Three Thousand Two Hundred Fifty Dollars (\$83,250) per year for the total leasehold pro-rated for 2014. The base rent for the period beginning January 1, 2016 and ending December 31, 2016 shall be increased to Ten Thousand

(\$10,000) per acre per year or One Hundred Eleven Thousand Dollars (\$111,000) per year. The base rent shall be subject to the annual PPI Adjustment (as defined in Subsection (B) below) on January 1st, 2017, 2018 and 2019. The base rent for the period beginning January 1, 2020 and ending December 31, 2021 shall be increased to Fifteen Thousand Dollars (\$15,000) per acre per year or One Hundred Sixty Six Thousand Five Hundred Dollars (\$166,500). The base rent shall again be subject to the annual PPI Adjustment (as defined in Subsection (B), below) on January 1st, 2021, 2022, 2023 and 2024 and on every January 1st throughout the First Extension Term and the Second Extension Term, as applicable. Base rent shall be payable quarterly, in advance, on January 1, April 1, July 1, and October 1. The first payment will cover base rent for the period April 14, 2014 to July 1, 2014, pro rata.

(B) PPI Adjustment: Base rental for the term of this Lease shall be adjusted annually on January 1 of each year as set forth in Subsection (A), above, to the amount determined by applying the percentage increase if any, in the "All Commodities" line (Code 2500) of the "Producer Price Indexes" published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the one-year period prior to the beginning of the new year. In no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the previous period (the "PPI Adjustment").

(C) Throughput Charges: In addition to base rent during the Term of this Lease, Tenant shall pay City, monthly, a throughput charge on liquid product received or delivered by pipeline, tank car or tank truck to Tenant at the Property which shall be calculated as follows:

0-25,000 gross tons - \$0.35 per metric ton

25,001-100,000 gross tons - \$0.25 per metric ton (for all metric tons)

Over 100,000 gross tons-\$0.15 per metric ton (for all metric tons)

The City and Tenant will complete an accounting once the throughput gross tons achieve each of these milestones during each calendar year such that the total throughput charges are reflective of the applicable charge noted above for all gross tons. During any periods of this Lease, the throughput charges shall be escalated annually each January 1 by the PPI Adjustment.

(D) Wharfage and Dockage Fees: In addition to base rent and the throughput charges set forth above, Tenant shall pay City, monthly, wharfage and dockage. Wharfage and dockage charges apply to all liquid bulk cargo which Tenant receives or ships by water. Wharfage and dockage shall be paid in accordance with the rates set forth in the Municipal Port Tariff in effect

at the time the charge is made during the Initial Term of this Lease, and any extended term of this Lease.

3. Rail Track Usage.

(A) Tenant shall have exclusive use of the spur track serving the northwest corner and southwest by building, of the 11.1 acre leasehold, shown on Exhibit "B" attached hereto.

(B) Tenant shall have preferential, but not exclusive use, of Track 16 north of switch 49 shown in blue on Exhibit "C" attached hereto, for the purpose of staging. The use of said track for the purpose of long-term storage must have prior written approval of the Municipal Port Director under agreed terms and conditions.

(C) Tenant shall adhere to all applicable federal, state and port rail safety and operational rules.

4. Berthing and Port Maintenance. Tenant shall have use of sufficient berthing space at the Liquid Cargo Pier for its operations. Tenant's use shall be nonexclusive, however, to the extent available, City shall grant Tenant preferential berthing rights at the Liquid Cargo Pier, provided Tenant gives City a minimum twenty four hour (24) notice that a berth shall be needed at the Liquid Cargo Pier. Tenant shall have exclusive use of any personal property or equipment, including any pipeline and related pipeline equipment, on, in, affixed to, installed or present at the Liquid Cargo Pier. The City shall endeavor to maintain a Seaway Maximum draft of datum of 26 feet freshwater at the Liquid Cargo Pier. Tenant acknowledges that, due to seasonal variations, weather, and other conditions, such draft cannot be guaranteed.

5. Easement. City acknowledges that Tenant desires to construct, operate, repair and maintain, at Tenant's sole cost and expense, one or more aboveground or underground liquid products pipelines from the Property to the Liquid Cargo Pier for the purpose of delivering liquid products from a vessel berthed at the Liquid Cargo Pier to the Property and into the tanks and related equipment on the Property and from the tanks and related equipment on the Property to a vessel berthed at the Liquid Cargo Terminal. Tenant shall submit all plans, designs and specifications for any proposed pipelines to the City for prompt review, and shall obtain the advance written approval of the City as to that portion of such pipelines route, design and capacity that may adversely impact public road access, prior to commencing any pipeline construction activity. City hereby grants to Tenant for Tenant's exclusive use and benefit during the term of this Lease, at no cost to Tenant, an exclusive easement of reasonably sufficient

dimensions for Tenant to construct, operate, repair and maintain such pipeline(s). The City also grants reasonable access to Tenant over such other property owned by City for Tenant to repair and maintain such pipelines and related equipment. The parties agree to negotiate, in good faith, the metes and bounds legal description of such easement.

6. **Records.** Tenant shall maintain completed, accurate and verifiable books and records of its business conducted on the Property relative thereto, in order to determine Tenant's compliance with its obligations under this Lease, the form of such books and records to be subject to the approval of the Board of Harbor Commissioners and the City Comptroller and to be made available to properly accredited representatives of the Board of Harbor Commissioners and of the City of Milwaukee, at any reasonable time after request at Tenant's office, for audit or for such other inspection as may be deemed desirable by the City. Tenant shall maintain adequate books and records for determination of all amounts due City under this Lease; such books and records shall be kept in accordance with generally-accepted accounting principles. Tenant's books and records are its private property, and City shall endeavor to keep confidential all information which it derives therefrom to the fullest extent allowed by law.

7. **Security Deposit.** City has reviewed Tenant's confidential financial statements and as a result of such review, does not require any form of security deposit from Tenant under this Lease. If City reasonably determines that Tenant becomes or will become unable to meet its obligations to City under this Lease, City may provide Tenant written notice to that effect and demand that Tenant provide those assurances reasonably designated by City, which may include payment of a security deposit not to exceed One Hundred Thousand Dollars (\$100,000) by Tenant to City. If Tenant fails to provide the assurances demanded by City within thirty (30) days after its receipt of written notice from City, this Lease shall terminate without further notice to Tenant effective immediately upon expiration of that time, unless City notifies Tenant otherwise in writing. City agrees to hold Tenant's financial statements in confidence and such statements shall be exempt from disclosure or public review or access under any applicable open records or public disclosure laws.

8. **Use of the Property.** Tenant shall use the Property for operating a liquid bulk facility for the receipt, production, blending, processing, handling, storage, shipping, and distribution of bulk liquid materials, including without limitation petroleum and renewable fuels, which shall include the liquid materials and all raw materials, proceeds and ingredients related thereto and

for the installation and operation of a tire pyrolysis facility. Outside storage of tires or any other raw material is prohibited without prior written approval of the Municipal Port Director, which may be granted or denied within the City's sole discretion. Additional uses of the Property are not permitted without the prior written approval of the Municipal Port Director, which may be granted or denied within the City's sole discretion. Tenant acknowledges the suitability of the Property for its intended uses and bears sole responsibility for making any determination with respect thereto.

9. **Occupancy Subject to Existing Easements and Restrictions.** Tenant's occupancy of the Property is subject to any recorded easements and restrictions of record.

10. **Termination and Vacation; Default.**

(A) **Termination and Vacation Date.** Tenant shall vacate the Property on or before the expiration of this Lease. The Property shall be returned to City by Tenant as bare level ground unless otherwise agreed to by City in writing, in accordance with Section 15. In the event that Tenant fails to vacate the Property in a timely fashion, City shall have the option to do any or all of the following: (1) cause the Property to be vacated; (2) charge Tenant twice (2x) the rent set forth in Section 2 of this Lease for all periods subsequent to the date of expiration of this Lease or of any agreed extension thereof; and (3) to assess and recover against the Tenant the actual costs of such vacation and any damages sustained by the City as a consequence of the Tenant's failure to timely vacate the Property.

(B) **Early Termination.** This Lease may be terminated prior to the date of its stated expiration date only by the mutual written consent of the Port Director and the Tenant.

(C) **Property to be Vacated Clear of all Materials.** Tenant shall vacate the Property free and clear of all materials and equipment and of all improvements in accordance with Section 18. In the event that Tenant fails to vacate the Property in the prescribed state of clearance, as determined by City, after thirty (30) days' written notice to Tenant, City shall have the option to have such clearance and clean-up conducted as in its reasonable judgment is necessary in order to bring the Property to the prescribed state of clearance and to assess the costs of such action against Tenant.

11. **Default.** The occurrence of one or more of the following events shall be considered events of default under the terms of this Lease:

(A) Tenant shall be adjudged a bankrupt, or a decree or order, approving as properly

filed, a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of this State, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

(B) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, or reorganization; or

(C) Tenant shall make an assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

(D) Tenant shall abandon the Property for a period of thirty (30) days after commencement of construction of the facility.

(E) Tenant shall be delinquent in any rental or other payments due under this Lease and such delinquency shall continue for ten (10) days after notice thereof in writing to Tenant; or

(F) Tenant shall default in any of the other covenants or leases herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or

(G) Tenant shall make any assignment, sublease, transfer, conveyance or other disposition of its interest in the Property without the express written consent of City.

(H) Upon occurrence of any one or more of such events of default, it shall be lawful for City, at its election in the manner and terms herein provided, to declare this Lease ended, and to recover possession of the Property, either with or without process of law, to enter and to expel, and remove Tenant and all agents, employees and representatives of Tenant engaged in operating the Property or occupying the Property, using such force as may be necessary in so doing. If default shall be made in any covenants, agreements, conditions or undertakings herein contained, to be observed and performed by Tenant, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with

dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then City shall not have the right to declare the term of the Lease as ended; however, that the curing of any default in such manner shall not be construed to limit or restrict the right of City to declare this Lease ended and terminated, and to enforce all of City's rights and remedies hereunder for any other default not so cured.

12. Maintenance and Housekeeping.

(A) All improvements situated upon the Property are owned by Tenant for its own use. Tenant agrees to maintain these improvements and any other improvements that it may hereafter erect upon the property, along with the Property in a reasonable and appropriate state of appearance, cleanliness and repair. Maintenance and housekeeping of the Property shall be the sole responsibility of Tenant. City retains the right to have any of its officers, agents, or employees inspect the Property at all reasonable times and Tenant shall be required to grant full access to the Property at such times. City shall endeavor to give prior notice of such inspections to Tenant and shall make all reasonable efforts to minimize interruptions to Tenant's business during such inspections.

(B) Tenant shall perform all repairs and maintenance in a good and workmanlike manner, using materials and labor of the same character, kind and quality as originally employed within the Property; and all such repairs and maintenance shall be in compliance with all governmental and quasi-governmental laws, ordinances and regulations.

(C) Tenant must seek written approval from City to place any advertising or promotional graphics on existing or new tanks constructed on the current site, which may be granted or denied within the City's sole discretion.

13. Utilities. Tenant shall be solely responsible for the installation and purchase of all utility services required by Tenant during the term of this Lease.

14. Assignment and Subleasing. Tenant shall not assign or sublet the Property or any portion thereof, nor allow the same to be used or occupied by any other person or for any other use than herein specified, without the prior written consent of City which may be granted or denied within the City's sole discretion. For purposes of this Section, the transfer of any majority interest in any corporation or partnership shall be deemed to be an assignment of this Lease. In the event City consents to any sublease or assignment, the same shall not constitute a release of Tenant from the full performance of Tenant's obligations under this Lease.

15. **Indemnification**. Tenant hereby agrees to indemnify and save harmless City from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction, maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its business as hereinbefore set forth, except to the extent such liability, claim, demand, judgment or loss arises from the negligent act(s) or omission(s) of the City, its agents, contractors or employees.

16. **Insurance**.

(A) Tenant shall maintain in full force and effect throughout the currency of this Lease, the following insurance covering any and all liability or obligations which may result from operations by Tenant, Tenant's employees, agents, contractors or subcontractors as aforesaid in this Lease:

(i) Property insurance coverage protecting against physical damage (including but not limited to fire, lightning, extended coverage perils, vandalism, sprinkler leakage, water damage, collapse and other special extended perils) to the extent of the replacement cost of Tenant's personal property and improvements as well as goods or property in Tenant's care, custody and/or control.

(ii) Comprehensive General Liability Insurance (including but not limited to Products and Completed Operations and Contractual Liability, as applicable to Tenant's obligations under this Lease) with limits not less than:

Each Occurrence Limit:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Policy Aggregate:	\$2,000,000

(iii) Automotive Liability Insurance with Limits not less than:

Bodily Injury and Property Damage Combined Single Limit:	\$1,000,000 per occurrence
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(iv) Worker's Compensation Insurance, including Employers Liability (Coverage B), as required in accordance with Wisconsin Statutes and any other applicable Federal or State law. Waiver of subrogation to apply.

(v) Umbrella Coverage: \$10,000,000 in aggregate

(vi) Environmental Impairment Liability Coverage (including but not limited to clean-up, third party liability, natural resource damage and transportation activities including loading and unloading for on and off-site sudden, accidental and gradual pollution events, with 4-year "tail."

Each occurrence Limit	\$2,000,000
Aggregate Coverage	\$4,000,000

(B) Cleanup Costs should include the costs associated with the investigation, monitoring, removal, disposal of soil, sediment, surface water, groundwater and any watercourse or body of water or other contamination, clean up, abatement, containment, treatment, neutralization, capping, remediation, or correction of a Pollution Condition. Cleanup Costs should also include Restoration Costs.

(C) Transportation Activities should include covered conveyances and not be limited to any auto, rolling stock, water craft or aircraft.

(D) All such policies shall be of a form and content satisfactory to City. In addition, the Board of Harbor Commissioners of the City of Milwaukee and the City of Milwaukee will be designated on the General Liability, Property Insurance, Automobile Umbrella and Environmental Impairment Liability policies as Additional Insureds. All policies shall be with companies licensed to do business in the State of Wisconsin and rated A or better in the most current issue of Best's Key Rating Guide. Tenant shall furnish City with certificates of insurance for all policies showing that insurance has been written as required and is in force. Such evidence shall be provided by Tenant at least thirty (30) days prior to occupancy; and further, such policies shall provide that no less than thirty (30) days written notice be given to City before any such policies are cancelled or substantially changed to reduce the insurance provided thereby. Said certificates of insurance shall remain in effect for the duration of this Lease. Tenant shall not act in any manner that may make void or voidable any insurance required herein. Upon written demand, Tenant shall provide City full, complete and accurate copies of the insurance policies required by this Lease. Once in every three (3)-year period during the term of this Lease, City shall review the extent and limits of the insurance coverage required herein. After said review, should City and Tenant determine an increase in the extent and/or limits of insurance coverage is required, Tenant shall be so notified in writing and Tenant shall cause such increases to be placed in effect within thirty (30) days of receiving such notice. In no

event shall the extent and limits of insurance coverage be reduced from the amounts shown herein.

(E) The attorney in fact or agent of any insurance company furnishing any policy of insurance shall sign and furnish an affidavit setting forth that no City official or employee has any interest, direct or indirect, or has received any premium, commission, fee or other thing of value on account of furnishing said policy of insurance.

17. **Taxes.** Tenant shall pay and discharge when due all taxes, if any, assessments, levies and other charges, general and special, that are or may be during the term hereof levied, assessed, imposed or charged on the Property or the improvements thereon or hereafter placed thereon.

18. **Alterations & Improvements.**

(A) By December 31, 2019 Tenant shall make One Million Three Hundred Sixty Thousand Dollars (\$1,360,000) of property and infrastructure repair and/or improvements including but not limited to refurbishing and painting all tank structures currently on Property. Six Hundred Eighty Thousand Dollars (\$680,000) of said improvements shall be completed by Tenant by December 31, 2016 (the "Initial Improvements").

(B) Except for the Initial Improvements, Tenant shall not make any other substantial alterations, additions, buildings or improvements to the Property without the prior written consent of City. Notwithstanding the aforesaid, Tenant, at Tenant's sole cost and expense, may install such trade fixtures as Tenant may deem necessary. Tenant shall furnish, upon City's request, plans, specifications, drawings and/or renderings of any proposed alterations, additions buildings or improvements.

(C) 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 license shall be sent to the Port of Milwaukee for its record file.

(D) On or before the date of the expiration or earlier termination of this Lease, Tenant shall remove all trade fixtures and any other alterations, additions, buildings or improvements within the Property; and, upon such removal, Tenant shall restore the Property to a level bare ground condition. However, notwithstanding the aforesaid, upon City's written election received by Tenant no later than six (6) month prior to the expiration or termination of this Lease, such alterations, additions, buildings and improvements shall revert to City and shall remain within

the Property. In no event shall City have any right to any of Tenant's trade fixtures; and, except as otherwise set forth in this Lease, Tenant may remove such trade fixtures upon the termination of this Lease, provided Tenant repairs any damage caused by such removal.

19. **Destruction.** If the improvements upon the Property are damaged in whole or in part by casualty so as to render the Property untenable, and if the damages cannot be repaired within one hundred eighty (180) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said one hundred eighty (180) days, and Tenant does not elect within sixty (60) days after the date of such casualty to repair same, then either party may terminate this Lease by written notice served upon the other effective upon the date of the casualty. In the event of any such termination, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Property to City. Should Tenant elect to make such repairs, this Lease shall remain in full force and effect, and Tenant shall proceed with all due diligence to repair and restore the improvements to a condition acceptable to Tenant and in full compliance with Tenant's obligations under all other provisions of this lease. Tenant shall not be required to pay any rent for any period in which the Property is untenable. In the event only a portion of the Property is untenable, Tenant's rent shall be equitably abated in proportion to that portion of the Property, which are so unfit. However, there shall be no rent abatement if said damage is due to fault or negligence of Tenant or Tenant's agents, employees or invitees.

20. **Compliance with Laws and Orders.** Tenant agrees to observe fully and to comply with any laws, statutes, regulations, ordinances, rules, requirements or directives now in force or which shall emanate from any state, federal or local departments or agencies having jurisdiction. Tenant also agrees to be fully bound and to observe the provisions of the Municipal Port Tariff in effect as of the date of commencement of this Lease and of any successor or equivalent document issued by the Board of Harbor Commissioners of the City of Milwaukee during the term of this Lease.

21. **Security Compliance.** Tenant agrees to conform to all national security requirements imposed by the U.S. Department of Homeland Security, the Marine Transportation Security Act and its implementing regulations, as well as any applicable state and local security rules and regulations.

“Security,” as that term is used herein shall mean “Measures designed to safeguard personnel; to prevent unauthorized access to equipment, property, buildings, harbor facilities, installations, materials, and documents; and to safeguard against espionage, sabotage, damage, and theft, or to prevent persons or organizations from engaging in any activity or using Port properties, equipment and material in a manner that would aid an effort to harm vital interests of the City of Milwaukee, the State of Wisconsin or the United States of America.”

22. Environmental Compliance and Obligations.

(A) Compliance with Environmental Regulations. Tenant shall fully comply with all statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the environmental condition of the Property and/or with respect to any activities or operations that Tenant may conduct upon the Property (hereinafter referred to as "Environmental Requirements"). Tenant shall not cause, permit or suffer the existence or commission by Tenant, its agents, employees, contractors or invitees, or by any other person of any violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof.

(B) Environmental Laws. The term "Environmental Laws" shall mean and include (a) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (b) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (c) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (d) the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (e) the Clean Air Act, 42 U.S.C. § 7401, et. seq.; (f) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et. seq.; (g) Chapters 280-299 of Wisconsin Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and as any of the foregoing may have been amended, supplemented, or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.

(C) Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Property, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Tenant shall not cause,

permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Tenant, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of the City. Any request by Tenant for such consent by the City shall be in writing and shall demonstrate to the reasonable satisfaction of the City that such "hazardous material" or "hazardous substances" is necessary to the conduct of the business of Tenant and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Tenant shall not create or suffer to exist with respect to the Property any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Property, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar State Statute.

(D) Obligation to Investigate and/or Remediate. Tenant shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to investigate and/or remediate the environmental condition of the Property which may be required by any federal, state or local governmental agency or political subdivision which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Property of any "hazardous material" or "hazardous substances" or any violation of Environmental Requirements caused by the Presence of and/or activities or operations conducted by the Tenant upon the Property. Any such investigation and/or remediation shall be performed by and under the direction of a qualified environmental consulting or engineering firm approved by City in advance of the commencement of the work. Tenant agrees to allow entry upon the Property by the City, or agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Tenant's presence and/or activities or operations upon or with respect to the Property upon the environmental condition thereof. In the event that Tenant performs any such environmental audit and/or test on its own behalf, it shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

(E) Survival of Obligations. Tenant's obligations with respect to the environmental condition of the Property (as more fully set forth in Subsections A through D above) shall survive the expiration or termination of this Lease.

(F) Nothing in this agreement shall be deemed to be or constitute a waiver by the City of any defense available to it as a governmental entity pursuant to 42 U.S.C. § 9601 (35) (A) (ii) and § 9607 (b) (3) or Wis. Stat. § 292.11(9)(e), 292.23(2), 292.24(2) and 292.26.

23. Liens. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest in this Lease or the Property (or any part thereof) without obtaining the prior written consent of City. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed, (including but not limited to any construction, supplier, or material man's lien) against the Property without City's express written consent, Tenant shall provide City with written notice of such and dismiss same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said thirty (30) days, City shall have the absolute right (but not the duty) to remove said Encumbrance by whatever measures City shall deem convenient including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse City, as Additional Rent, all costs expended by City, including reasonable attorney's fees, in removing said Encumbrance. All of the aforesaid rights of City shall be in addition to any remedies which either City or Tenant may have available to them at law or in equity. Notwithstanding the foregoing, City acknowledges that Tenant intends to issue a leasehold mortgage, including an assignment of rents and security agreement, against the Property, this Lease and/or the improvements thereon. City shall cooperate with Tenant and execute documents with Tenant's lender(s), including but not limited to a document in substantially the same form as Exhibit D, acknowledging that City will authorize, upon Tenant's uncured default to its lender, the assignment of this Lease to the Tenant's lender or its designees upon receipt of documentation reasonably acceptable to City, or other proof reasonably acceptable to City, that said assignee has the ability, intention, knowledge, experience and financial resources to operate the Property and improvements in conformity with this Lease.

24. Time of the Essence. It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Lease.

25. **Waiver**. One or more waivers by any party of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

26. **Sole Agreement and Amendment**. This shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Lease. Each person signing this Lease warrants that this is the full, entire and complete Agreement between the parties; that the terms of this Lease supersede and nullify any and all prior discussion, negotiations or agreements between the parties and/or any of the parties' respective officers, employees or agents relating in any manner to the subject matter of this Lease; and that no promise or inducement not expressed in this Lease has been made or exists to cause or influence each such person to execute this Lease. Each person signing this Lease warrants their ability to bind the party on whose behalf each signs.

27. **Notice**. Any notice provided for herein or given pursuant to this Lease, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by receipted personal delivery to the parties as follows:

To the City:

BOARD OF HARBOR COMMISSIONERS
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207
Attention: Municipal Port Director

To The Tenant:

Ms. Marjorie M. Young
General Counsel
U.S. Venture, Inc.
425 Better Way
Appleton, WI 54915

28. **Governing Law**. This Lease shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or

unenforceable, then the remainder of this Lease and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Lease 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 Lease, and that the Tenant must defend and hold the City harmless from liability under that laws. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Lease.

29. **Authorization.** The undersigned signatories to this instrument represent that they are duly authorized to contract on behalf of their respective entities.

30. **No Slavery Affidavit.** The Tenant shall execute the Affidavit of Compliance attached hereto as Exhibit F contemporaneously with its execution of this Lease.

31. **Nondiscrimination.** Tenant hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

32. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease. The terms "Board of Harbor Commissioner" and "City" whenever used herein shall mean and include the Board of Harbor Commissioners of the City of Milwaukee and/or its successors and assigns in authority, as the context may require.

33. **Approval.** IT IS FURTHER AGREED AND UNDERSTOOD that this Lease must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized.

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

CITY OF MILWAUKEE

Tom Barrett, Mayor

James Owczarski, City Clerk

COUNTERSIGNED:

Martin Matson, City Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Lawrence Sullivan, Interim Secretary

In the Presence of:

U.S. Venture, Inc.

John A. Schmidt, President

Marjorie M. Young, General Counsel and Secretary

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this _____ day of _____, 20____,
_____, the _____, and _____, the
_____ of U.S. Venture, Inc., who by its authority and on its behalf
executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

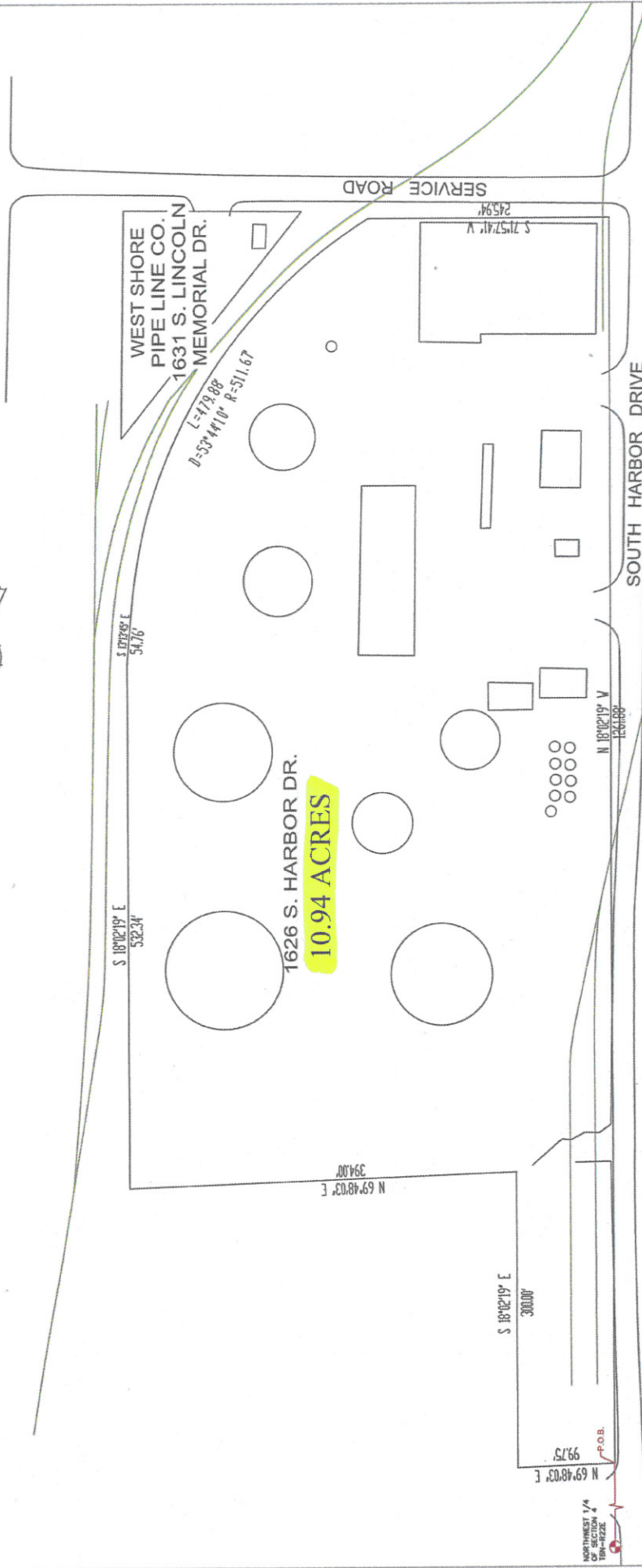
APPROVED as to Form and Execution this
_____ day of _____, 20____

Assistant City Attorney

4/10/14
i:usvlse14.doc

Exhibit A

Legal Description

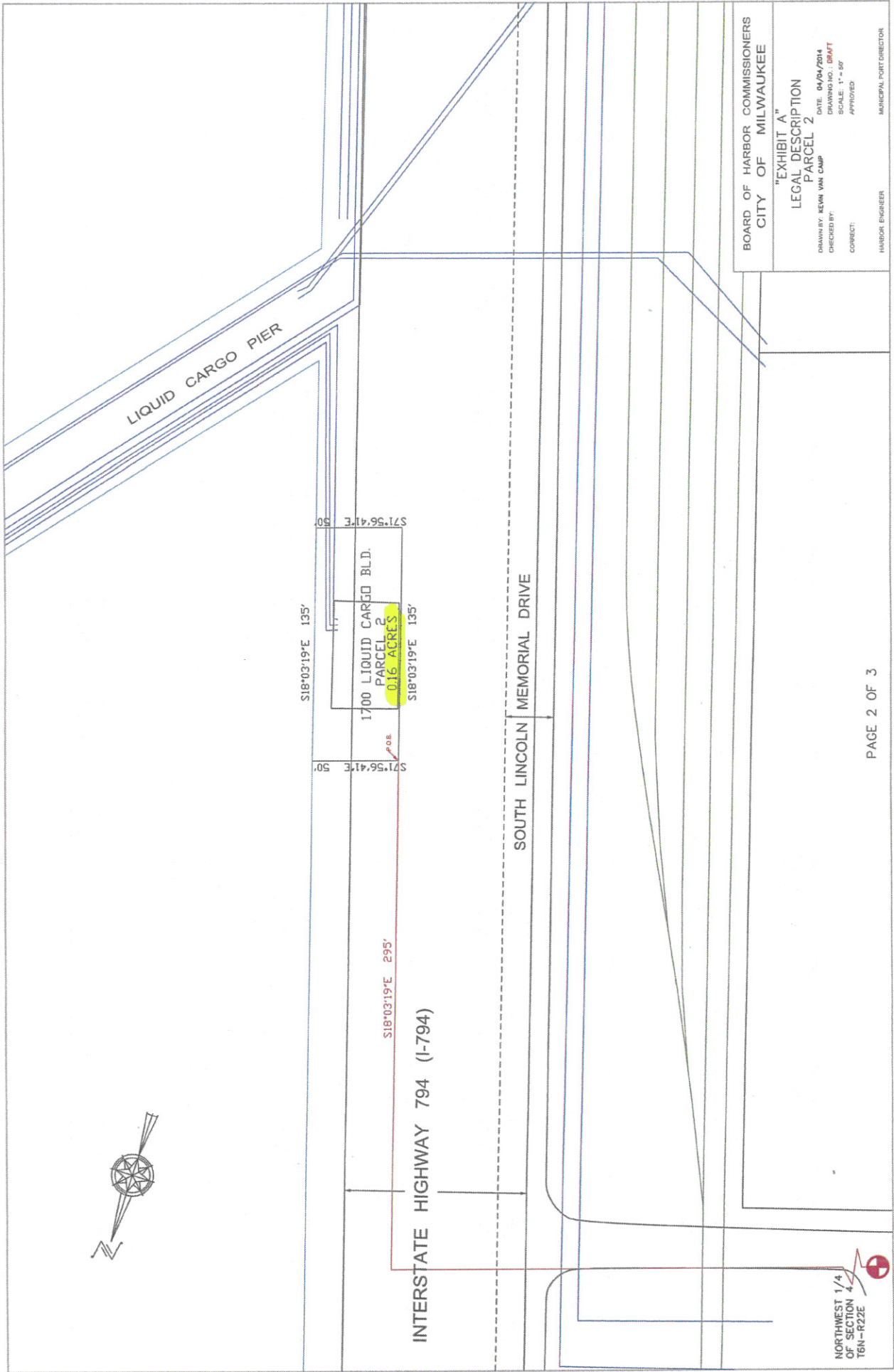


BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

"EXHIBIT A"
LEGAL DESCRIPTION
PARCEL 1

DRAWN BY: KEVIN VAN CAMP
DATE: 04/04/2014
CHECKED BY:
DRAWING NO.: DRAFT
SCALE: 1" = 100'
APPROVED:

HARBOR ENGINEER
MUNICIPAL PORT DIRECTOR



BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

"EXHIBIT A"
LEGAL DESCRIPTION
PARCEL 2

DRAWN BY: KEVIN VAN CAMP
CHECKED BY:
CORRECT:

DATE: 04/04/2014
DRAWING NO.: DRAFT
SCALE: 1" = 50'
APPROVED:

HARBOR ENGINEER
MUNICIPAL PORT DIRECTOR



"EXHIBIT A"
LEGAL DESCRIPTION
PARCEL 1 & 2

Parcel 1

That part of the Northwest ¼ of Section 4, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast ¼ of said section; running thence easterly along the north line of said section N89°56'29"E a distance of 10.13 feet to point being on easterly line of South Harbor Drive; running thence southerly along said easterly street line S20°11'57"E a distance of 262.17 feet to point of beginning of parcel of land described; running thence N69°48'03"E a distance of 99.75 feet; running thence S18°02'19"E a distance of 300.00 feet; running thence N69°48'03"E a distance of 394.00 feet; running thence S18°02'19"E a distance of 532.34 feet; running thence S13°13'45"E a distance of 54.76 feet; running thence on a curve to the right having a radius of 511.67 feet for an arc distance of 479.88 feet and having a chord distance of 462.47 feet with a bearing of S13°38'19"W to a point; running thence S71°57'41"W for a distance of 245.94 feet; running thence N18°02'19"W for a distance of 1261.88 feet to point of beginning.

Containing 10.94 Acres, more or less.

Parcel 2

That part of the Northwest ¼ of Section 4, Township 6 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

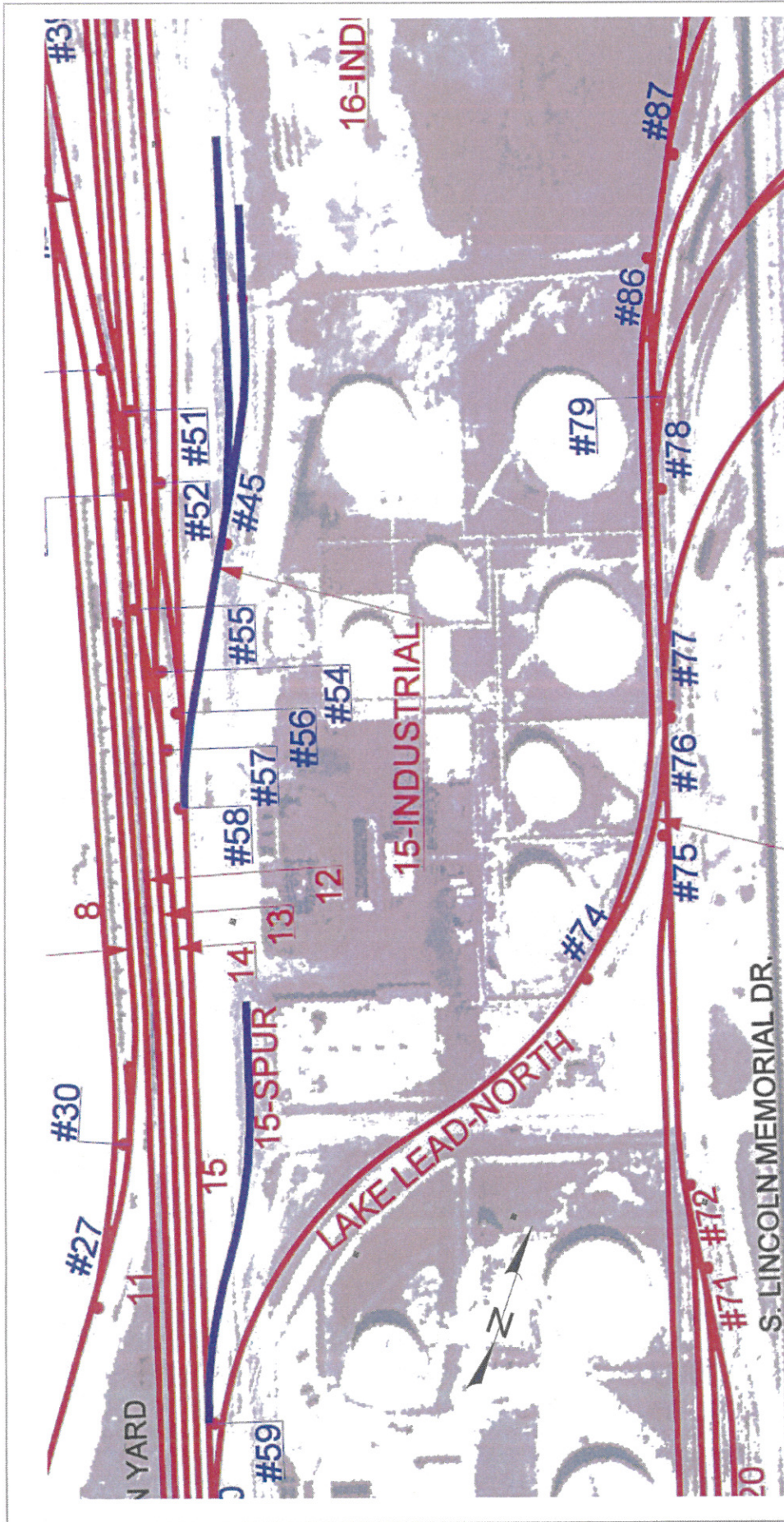
Commencing at the Northwest corner of said section; running thence easterly along the north line of said section N89°56'29"E a distance of 2634.75 feet to point, said point being easterly line of South Harbor Drive; running thence S20°11'57"E a distance of 618.61 feet along said easterly street line to a point; running thence S18°02'19"E a distance of 905.38 feet along said easterly street line to a point, said point being on the northerly line of an unnamed service road; running thence N71°56'41"E a distance of 694.47 feet along said northerly line to a point, said point being on the easterly line of South Lincoln Memorial Drive; running thence S18°03'19"E a distance of 295.00 feet along said easterly street line to the point of beginning of the parcel of land described; running thence N71°56'41"E a distance of 50.00 feet to a point, said point being established Lake Michigan shore bulkhead line; running thence S18°03'19"E a distance of 135.00 feet along said shore bulkhead line to a point; running thence S71°56'41"W a distance of 50.00 feet to a point on the aforementioned easterly line of South Lincoln Memorial Drive; running thence N18°03'19"W a distance of 135.00 feet along said easterly line of street to the point of beginning.

Containing 0.16 Acres, more or less.

Parcel 1 & 2 both containing 11.10 Acres, more or less.

Exhibit B

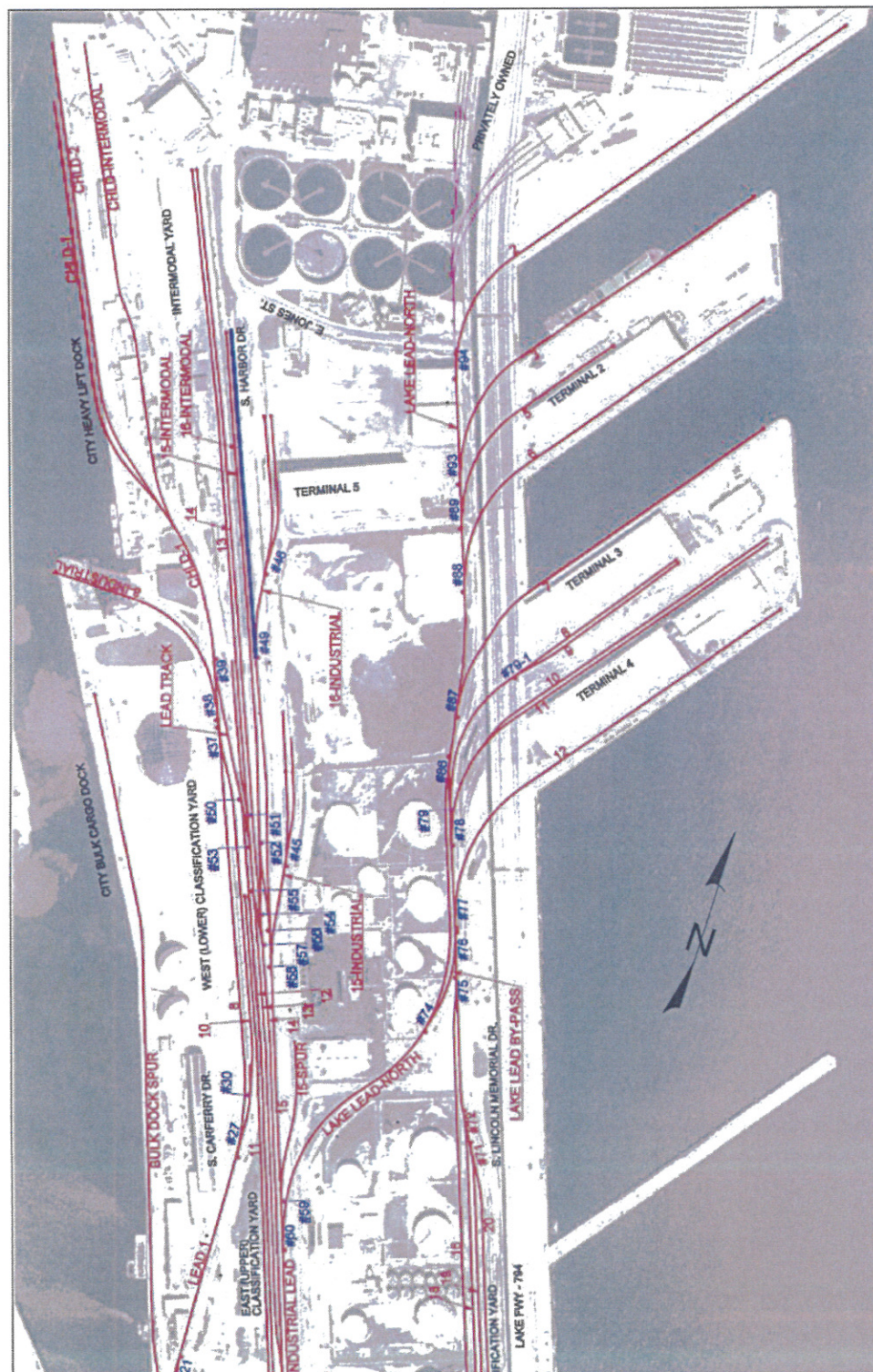
Spur Track



BOARD OF HARBOR COMMISSIONERS CITY OF MILWAUKEE	
"EXHIBIT B" RAIL SPUR TRACK	
DRAWN BY: V. NAL	DATE: 04/20/24
ORIGINAL DATE OF DWG: 03/15/2010	DRAWING NO.: 0107
APPROVED BY: K. N. V. CAMP	SCALE: NO SCALE
	APPROVED:
HARBOR ENGINEER	MUNICIPAL PORT DIRECTOR

Exhibit C

Tracks 13, 14, 15 and 16



BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

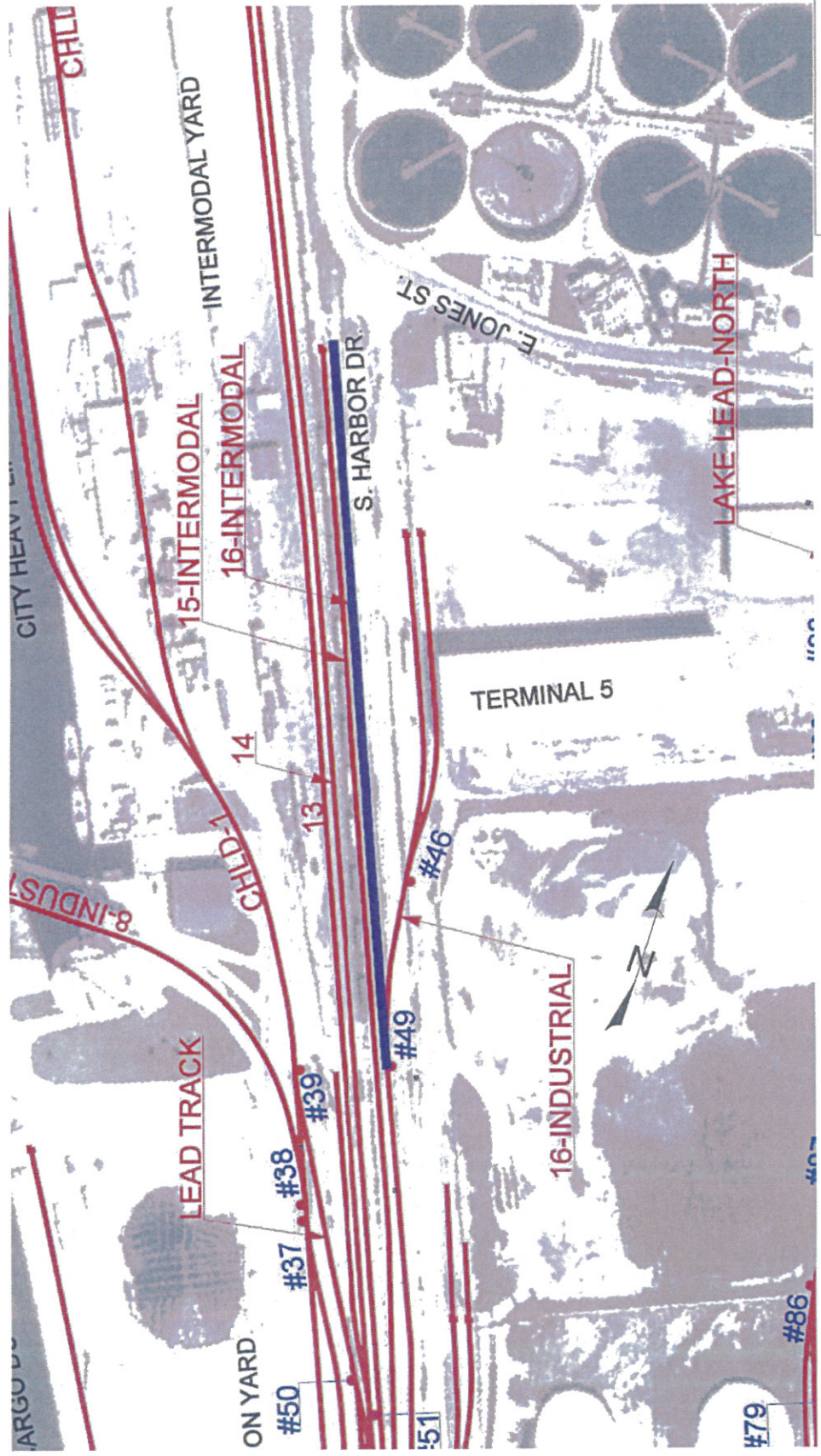
"EXHIBIT C"

EXHIBIT C RAIL TRACK USAGE OVERVIEW

DATE: 06/04/2014
DRAWING NO.: DRAFT
SCALE: NO SCALE
APPROVED:
CORRECT:

JUNIOR ENGINEER

MUNICIPAL PORT DIRECTOR



BOARD OF HARBOR COMMISSIONERS CITY OF MILWAUKEE	<p>"EXHIBIT C"</p> <p>RAIL TRACK USAGE</p> <p>TRACK 16 NORTH OF SWITCH 49</p> <p>DRAWN BY: V.B. RAL DATE: 08/04/2014</p> <p>ORIGINAL DATE OF DWG: 03/15/2010 DRAWING NO.: 000017</p> <p>MODIFIED BY: KEVIN VAN CAMP SCALE: NO SCALE</p> <p>CORRECT: APPROVED:</p> <p>HARBOR ENGINEER: MUNICIPAL PORT DIRECTOR:</p>
--	--

Exhibit D

Wells Fargo Document

EXHIBIT D

LANDLORD'S DISCLAIMER AND CONSENT

1626 South Harbor Drive, Milwaukee, Wisconsin
(description of location/terminal)

Dated: _____, 20__

To induce Wells Fargo Bank, National Association, a national banking association as agent and lender (the "**Lender**"), to extend credit to or for the benefit of U.S. VENTURE, INC., a Wisconsin corporation and formerly known as U.S. Oil Co., Inc. (the "**Borrower**"), secured by the Borrower's property including accounts, chattel paper, commercial tort claims deposit accounts, documents, equipment, farm products, general intangibles, instruments, inventory, investment property, letter-of-credit rights, letters of credit and money (collectively, "Collateral"), and for other good and valuable consideration the City of Milwaukee, a Wisconsin municipal corporation (the "**Landlord**") hereby certifies and agrees for the benefit of the Lender, its participants, successors and assigns, as follows:

1. Premises; Lease. The Landlord owns certain premises located in Milwaukee County, Wisconsin described in Exhibit A attached hereto (the "**Premises**") and has leased the Premises to the Borrower pursuant to a lease (the "**Lease**"), a true, correct and complete copy of which is attached hereto as Exhibit B. The Lease is in full force and effect and the Borrower is not in default of any provision of the Lease.

2. Disclaimer. The Landlord does not own, and hereby releases and disclaims, any interest, including any statutory or common law lien, in any Collateral. Notwithstanding the preceding sentence, the Landlord does not hereby disclaim any interest in fixtures and tenant improvements which are necessary for the operation of the Premises as opposed to the operation of the Borrower's business.

3. Lender Not Liable for Borrower's Obligations. The Landlord acknowledges that except as set forth in Paragraph 6 hereof, the Lender shall have no duty, obligation or liability whatsoever for rent or otherwise with respect to the possession, occupancy or use of the Premises.

4. Lender's Right to Occupy Premises. The Landlord consents to any right of possession of the Premises that the Borrower may now or hereafter grant to the Lender to the extent that such grant is in accordance with the terms and conditions of the Lease or is otherwise consented to by the Landlord in writing. In addition, notwithstanding any cancellation or termination of the Lease, action to evict the Borrower, or repossession of the Premises, the Landlord grants the Lender the right to possess, occupy and use the Premises for purposes of

holding, processing, manufacturing, selling, using, storing, liquidating, realizing upon or otherwise disposing of the Collateral, and for related and incidental purposes, for up to 105 days from the date of notice given to the Lender pursuant to Paragraph 7(b) or (c) hereof.

5. Right to Cancel Lease. Subject to Paragraph 7 hereof, the Landlord reserves in all respects the right to cancel or terminate the Lease, for nonpayment of rent or otherwise, whether or not the Lender is in possession of the Premises.

6. Lender's Obligations. If the Lender takes possession of or occupies the Premises at any time, the Lender shall pay the Landlord Rent for the period during which the Lender has possession of or occupies the Premises. In no event, however, shall the Lender be obligated to pay Rent for any period to the extent the Borrower has paid Rent for such period. For the purposes of this Paragraph 6, "Rent" means the amount of all monetary obligations of the Borrower to the Landlord under the Lease (excluding additional amounts accruing to the Landlord as a result of any default by the Borrower thereunder), prorated for the period the Lender occupies the Premises. The Lender shall repair any damage to the Premises that occurs during its occupancy or possession of the Premises and shall indemnify and hold the Landlord harmless from any claims, loss or damage, including reasonable attorneys' fees, resulting from such possession or occupancy.

7. Notice to Lender. The Landlord agrees to give the Lender notice (a) of any breach of the Lease by the Borrower, at the same time as the Landlord shall give notice of such breach to the Borrower; (b) of any legal action which the Landlord may commence to evict the Borrower from the Premises or to terminate or limit the Borrower's right to use, possess or lease the Premises, promptly upon the commencement of any such action; and (c) of any cancellation or termination of the Lease, at least 15 days before such cancellation, stating the grounds for cancellation or termination. All notices to the Lender shall be deemed given when received by the Lender at:

Wells Fargo Bank, National Association
Sixth Street and Marquette Avenue
MAC N9305-187
Minneapolis, Minnesota 55479
Attention: Kenneth E. LaChance
Kermeth.E.Lachance@wellsfargo.com
Telecopy No. (612) 667-4144

8. Notice to Landlord. Any notice to Landlord shall be delivered in accordance with the Lease.

9. Miscellaneous. This Disclaimer and Consent shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Wisconsin. This Disclaimer and Consent may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. No failure on the part of the Lender or Landlord to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver of such right, power or remedy; nor shall any single or

partial exercise of any right, power or remedy hereunder preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. This Disclaimer and Consent expresses completely, exclusively and finally all the agreements, conditions and covenants of the parties and does not need evidence (written or oral) of prior, contemporaneous or subsequent statements or representations (express or implied) to reflect the intentions of the parties. This Disclaimer and Consent may not be supplemented or modified except in writing and signed by Borrower, Lender and Landlord. This Disclaimer and Consent inures to the benefit of the Lender and binds the Landlord, and their respective successors and assigns. The Landlord will notify any successor or assign of the terms of this Disclaimer and Consent. This Disclaimer and Consent does not imply a commitment to lend and shall be binding as long as any credit facility remains outstanding, or any obligations of the Borrower to the Lender remain outstanding or are subject to being set aside, recovered, rescinded or required to be returned for any reason. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS DISCLAIMER AND CONSENT.**

LANDLORD:

By: _____

Its: _____

STATE OF WISCONSIN)

)

COUNTY OF MILWAUKEE)

The following instrument was acknowledged before me this ___ day of ___, 20___,
by _____, the _____ of _____, a
_____, on behalf of _____.

Notary Public

ACKNOWLEDGED:

WELLS FARGO BANK
NATIONAL ASSOCIATION

By _____

Name: _____

Its _____

CONSENT:

The Borrower hereby acknowledges and agrees to the provisions of this Disclaimer and Consent and consents to Landlord executing the same.

U.S. VENTURE, INC.

By _____

Name: _____

Its _____

**EXHIBIT A
TO
LANDLORD'S DISCLAIMER AND CONSENT**

The premises described in the referenced document are located in Milwaukee County, Wisconsin and are described as follows:

**EXHIBIT B
TO
LANDLORD'S DISCLAIMER AND CONSENT**

[COPY OF LEASE]

Exhibit E
Slavery Affidavit



CITY OF MILWAUKEE - DEPARTMENT OF ADMINISTRATION
PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE
DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to the slavery era (1865).

_____ This business **was** in existence prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and have found no such records.

_____ This business **was** in existence prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the following findings (attach additional pages, if necessary):

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

Subscribed to before me on this _____ day of _____, 20____, at _____
County, _____ State.

NOTARY PUBLIC SIGNATURE: _____
(SEAL)

PRINT NAME: _____

My commission expires: _____

PLEASE RETURN THIS FORM TO:
200 E. WELLS STREET, ROOM 601, MILWAUKEE, WI 53202
OR FAX TO 414-286-5976