

SECOND AMENDMENT TO AND EXTENSION OF
LEASE AGREEMENT

Between

MILWAUKEE BULK TERMINALS, LLC
KINDER MORGAN

and the

BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

For lease of Real Property located on the South Harbor Tract,
Totaling 8.61 acres,
Including Terminals 4 and 4A.

First Amendment Term:

November 1, 2013

through

December 31, 2023

Second Amendment Extension Term:

January 1, 2024

through

December 31, 2040

SECOND AMENDMENT TO AND EXTENSION OF LEASE TERM:

This Amendment to and Extension of Lease Agreement, made and entered into at Milwaukee, Wisconsin as of this 1st Day of November, 2020, by and between Milwaukee Bulk Terminals, Inc. (Kinder Morgan), a Wisconsin Corporation, (hereinafter referred to as the "Tenant"), and the City of Milwaukee, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (herein collectively referred to as the "City").

Whereas, the City and the Tenant have entered into a Lease Agreement dated November 1, 2013 (herein referred to as the "Lease Agreement") for the lease of approximately 8.610 acres located on the South Harbor Tract, including Terminals 4 and Terminals 4A, consisting of approximately 104,000 square feet (herein referred to as the "Property"), and;

Whereas, the City and the Tenant have entered into a 1st Amendment to and Extension of the Lease Agreement dated March 25, 2015 (herein referred to as the "1st Amendment") to extend the term of the Lease Agreement;

Whereas, the City and Tenant have agreed to extend the Extension Term as further specified in this 2nd Amendment to and Extension of Lease Agreement.

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 November 1, 2013, as follows:

1. Term.

- A. An initial term ("Initial Term") expiring on December 31, 2023.
- B. An amended 1st extension term ("Extension Term") for a period of seven (7) years. Said Extension Term from January 1, 2024 to December 31, 2030 shall automatically take effect unless Tenant shall deliver to City a written notice of termination at least 365 days prior to the expiration of the Initial Term.
- C. Additional Extension Terms for a period of two (2) successive periods of five (5) years each unless, in the case of the second extension, the Tenant or the City delivers written notice to the other of the termination of the lease at least 365 days prior to the expiration of the Amended Initial Extension Term, or in the case of the third extension, the Tenant or the City delivers written notice to the other of the termination of the lease at least 365 days prior to the expiration of the Additional Extension Term.

- Initial Term: November 1, 2013 – December 31, 2023
- Amended Initial Extension Term (1st): January 1, 2024 - December 31, 2030
- Additional Extension Term (2nd): January 1, 2031 – December 31, 2035
- Additional Extension Term (3rd): January 1, 2036 – December 31, 2040

3. Escalation of the Base Rent.

- B. On the 1st Extension of this Lease Agreement (January 1, 2024) and on subsequent fifth-year anniversaries (January 1, 2029; January 1, 2034; January 1, 2039) rent shall be adjusted to the amount determined by applying the percentage increases if any, over the applicable five (5)-year period in the “All Commodities” line of the “Producer Price Indexes” (currently Series ID No. WPU00000000) published by the United States Bureau of Labor Statistics (or its successor organization). In no event shall the new base rental, as adjusted, be increased less than 1.5% above the previous payment.

Except as otherwise provided for in this 2nd Amendment to and Extension of Lease Agreement, all other terms and conditions of the Lease Agreement dated November 1, 2013 shall remain unchanged and continue in full force and effect.

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 on the day and year so noted above.

CITY OF MILWAUKEE:

Tom Barrett, Mayor

Jim Owczarski, City Clerk

COUNTERSIGNED:

Aycha Sawa, Comptroller

BOARD OF HARBOR COMMISSIONERS:

Timothy K. Hoelter, President

Adam Schlicht, Secretary

MILWAUKEE BULK TERMINALS LLC:

Rick Seamen, General Manager

STATE OF _____
_____ COUNTY

Personally came before me this _____ day of _____, 2020, Rick Seamen, General Manager, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of:

My Commission Expires _____

APPROVED as to Form and Execution this

_____ day of _____, 20____

Assistant City Attorney

LEASE NOTE

Someone other than the individual who executed this Lease must certify the following certificate regarding corporation.

I, _____ (*print name*) certify that I am the

_____ (*print title*) of the above tenant named herein; that

_____ (*print signatory of operator*),

who executed this lease on behalf of:

_____ (*corporation*), and was then

_____ (*official capacity of signator*) of said corporation, and

in said capacity, duly signed said lease for and on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated: _____ (*location*)

_____ (*day*)

_____ (*month*)

_____ (*year*)

_____ (*signature*)