

**AMENDED HANKE TERMINALS, INC.
ISLE LA PLUME MUNICIPAL LAND**

THIS LEASE made and entered into this 10 day of April, 2008, by and between the Board of Harbor Commissioners of the City of La Crosse, Wisconsin, and its successor entity, hereinafter referred to as "Board", duly authorized and approved by resolution of the Common Council of the City of La Crosse, Wisconsin, the City of La Crosse, a Wisconsin municipal corporation herein after referred to as "City," and Hanke Terminals, Inc., a Wisconsin Corporation, hereinafter referred to as "Lessee."

WHEREAS, the Board is a duly created Board of Harbor Commissioners by the Common Council of the City of La Crosse, Wisconsin, pursuant to Chapter 30 of the Wisconsin Statutes; and

WHEREAS, it is the policy of the Board to maintain the operation of the Isle La Plume harbor facility in a continuous, peaceful and efficient manner; and

WHEREAS, it is the desire of Lessee to lease such facility in accordance with the policy of the Board and its rules and regulations;

WHEREAS, Lessee further desires to lease certain land from the City.

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements to be kept and performed by the parties hereto, and upon the terms and conditions hereinafter provided, it is mutually agreed and understood by the parties hereto as follows:

I. HARBOR LAND LEASE PROVISIONS

1. **PREMISES.**

Board leases to Lessee the following described area of the Isle La Plume Municipal Dock:

A parcel of land located in the northwest 1/4 of the northeast 1/4 and in the southwest 1/4 of the northeast 1/4 of Section 7, T15N, R7W, City of La Crosse, La Crosse County, Wisconsin. Said parcel is more particularly described as: commencing at the northeast corner of said Section 7; thence 1655.5' West to the centerline of Marco Drive; thence 1739.08' South along said centerline; thence 810.84' West to the point of beginning of this description; thence 800' North; thence 500' East; thence 800' South; thence 500' West to the point of beginning. this parcel contains 400,000 square feet (9.18 acres). **(Exhibit A)**

2. PURPOSE.

The purpose of this agreement is to lease to Lessee the publicly-owned harbor or wharfing facility owned by the City of La Crosse, Wisconsin, located on the Mississippi River, Isle La Plume as more fully described in Section I, Paragraph 1 above. Lessee may use the leased premises to store manufactured goods and bulk commodities including scrap iron, pig iron, coal, coke, sugar, salt, grains, soybeans, and meal, giving due consideration to insuring the continuing use of said facility by La Crosse area based industries or businesses. Other bulk commodities may be stored only with prior written consent of the Board. Lessee shall handle without discrimination, any valid and legitimate cargo authorized herein. Lessee shall not handle or store in and around the leased premises any explosive, volatile, dangerous or noxious cargo without express advance written authorization of the Board. No commodities, equipment or personalty may be stored on the leased property, including those which have been unloaded or will be loaded at the facility other than that which is necessary to conduct business. The facility may also be used for recycling of asphalt and concrete materials, as well as for the storage of asphalt or concrete material and assorted aggregate. The facility may also be used for the operation of a concrete batch plant with the placement of a concrete crusher. In addition, a scale house is permitted on the Property.

3. TERM.

The term of this Lease shall be for ten (10) years beginning on April 10, 2008, and terminating on April 9, 2018, provided, however, this Lease may be cancelled on one hundred eighty (180) days' notice by the Board of Harbor Commissioners or Lessee Lessee may request two additional five (5) year extensions upon ninety (90) days notice of expiration of said lease.

In the event that the Board terminates the Lease within the first three years, the City shall pay the Lessee the cost of its leasehold improvements. Such cost shall be calculated as one hundred percent (100%) of leasehold improvements if terminated in year one; two-thirds (2/3) of leasehold improvements if terminated in year two; or one-third (1/3) of leasehold improvements if terminated in year three. The Lessee shall provide an itemized list along with the cost of any and all such leasehold improvements to the City within thirty (30) days of the improvement being made to the lease premises. In any event, after three years, upon termination or expiration of the term of the Lease, any and all leasehold improvements shall become property of the City at no cost to the City.

4. RENTAL.

- (a) Lessee agrees to pay the City of La Crosse, Wisconsin, ("City") as rent, the annual sum of \$20,000 for the leased premises for the first three (3) years of the lease. Commencing the fourth year of the lease, Lessee agrees to pay the City as rent the annual sum of \$20,000 plus the cumulative Consumer Price Index (CPI) over the previous three years or the sum of \$25,000, whichever is greater. Commencing on the seventh year of the Lease, Lessee agrees to pay the City as rent the annual sum of rent paid in the prior year plus the cumulative Consumer Price Index (CPI) over the previous three years, or \$30,000,

whichever is greater. Such annual rental shall be payable to the City Treasurer for the City beginning April 10, 2008, and on (month) 1st of each year of term, plus CPI. For purposes of calculating CPI under this paragraph, CPI calculations shall be pegged to the All Items - Consumer Price Index - All Urban Consumers.

Commencing on the renewal of the first five (5) year extension, the rental fee shall be re-evaluated by the City and then shall annually increase in the same percentage as the increase, if any, of the Consumer Price Index for All Items - All Urban Consumers as maintained by the U.S. Bureau of Labor Statistics from the index amount as of January of the year in which this lease commences. Any increase therein shall be determined as of January of each subsequent five-year extension and the increased amount shall then be payable with the annual rental fee due and payable for that year.

In the event such Index is no longer calculated or otherwise ceases to exist, then the City Treasurer shall select and use a comparable index.

5. INSPECTION BY BOARD.

In order that the Board may carry out the obligations imposed upon it by law, by this agreement, or otherwise, Lessee agrees that the City or the Board, or their agents and employees, shall have the right at all reasonable times, or at any time in the event of an emergency, to enter upon the premises. Lessee further agrees to permit the Board and the City or their respective agents or employees to inspect the premises at any and all reasonable times, to ascertain whether or not Lessee's covenants herein are being observed.

6. REPORTS AND RECORDS.

Lessee shall keep records of the volume of cargo or commodities stored on the leased premises. Such records shall include the type of cargo and tonnage of each. A report including the above information for the term of this Lease shall be furnished to the Board on or before December 31 of each year beginning December 31, 2008.

7. USE BY OTHERS.

Except for Mathy Construction Company, Inc. and its divisions and H&S Redi-Mix, Inc. d/b/a Always Redi-Mix, , Lessee shall not be permitted to sublease any of the leased premises to any person, business or entity without prior approval of the Board. Any person, business or entity who subleases any of the leased premises is hereinafter referred to as "Permittee." As a condition to the issuance of said sublease, the Permittee shall be required to further protect, defend, indemnify and keep and save forever harmless Lessee, Board and City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term of the sublease or arising in Permittee's performance of its obligations hereunder, if occasioned, brought

about, or caused in whole or in part by any fault or act of commission or omission of Permittee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Permittee, and not caused by any fault or negligence of Lessee, Board, its employees or agents. As a condition to the issuance of said sublease, the Permittee further agrees to carry adequate insurance coverage in amounts and coverages as set forth in Section III, Paragraph 3. INSURANCE of this Lease to insure payment of any and all such liabilities, and to furnish the City with satisfactory proof thereof. The insurance policy shall name Lessee, City and Board as additional insureds.

8. ACCESS TO LEASED PREMISES:

To access the leased premises, Lessee shall use Marco Drive when the municipal gate to the Municipal Service Center (MSC) is open, and when the gate to the MSC is closed, Lessee shall access the premises through the Lessee's property to the north of the leased premises. Access shall be consistent with the map (**Exhibit B**) attached to and incorporated into this Lease.

Said Lessee may, upon request of the City Engineer, be required to construct an access road at least twelve (12) feet wide improved with crushed rock and asphalt pavement or other material approved by the City Engineer on the 40-foot easement from Marco Drive if materials are loaded or unloaded across the leased property. In the alternative, the City Engineer may allow, subject to Lessee's expense, an access road from Marco Drive to the midpoint portion of the Property, north of the City yard waste recycling center. Each access to Marco Drive shall have a stop sign and minimum twenty (20) feet of asphalt pavement, unless otherwise determined by the City's Engineer.

II. GENERAL PROVISIONS

1. TAXES.

Lessee shall pay when due any and all applicable taxes that may be assessed or levied on leasehold improvements or cargo, which shall be in addition to the above rental charges or fees.

2. LAWS, RULES AND REGULATIONS.

Lessee shall acquire, provide and keep in force, during the term of this lease, all necessary permits, governmental certificates, leases and licenses, State and Federal, required in connection with the leasing of the aforesaid harbor facilities. Costs associated with the acquisition of the permits and licenses shall be at the expense of Lessee.

Lessee shall not at any time during the term hereof use or allow the use of the said premises for any purpose or use in violation of this agreement, or of the laws, regulations and/or ordinances of the United States of America, of the State of Wisconsin, or of the City of La Crosse, or of

the Board, whether such laws, regulations and/or ordinances now exist or shall be enacted, or issued during the term of this Lease.

Lessee agrees in the use and operation of the premises not to obstruct or in any way impede unnecessarily the ordinary use of Marco Drive .

Lessee agrees to observe all laws and ordinances applicable to the installation, maintenance and removal of any improvements on the leased premises, or for access thereto, and to take appropriate safeguards to prevent loss, damage or injury to leased premises or to any adjacent facilities. Lessee shall keep the leased premises, including the access road; Marco Drive, in a safe and clean condition in accordance with all local ordinances and other laws and governmental regulations affecting the said premises, and shall remove promptly at Lessee's cost any rubbish or waste materials of any character whatsoever which may accumulate thereon. Any hazardous substances, etc., to be disposed of in connection with Lessee's operations shall be handled in accordance with State and Federal laws and regulations. Lessee shall not dispose of trash and/or refuse on the adjacent premises or waterway.

Board shall at all times be free to make and enforce any reasonable and uniform rules, regulations or ordinances which it deems necessary or appropriate with regard to property under its administration, of which the leased premises forms a part, provided that such rules, regulations or ordinances shall not be arbitrary or discriminatory against Lessee.

Lessee agrees to enforce all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees of Lessee and with reference to all other persons or permittees entering the premises whom derive their right to be thereon from Lessee.

3. INSURANCE.

Lessee shall procure and maintain at Lessee's sole cost and expense warehouseman's legal liability insurance covering the Lessee's legal liability for goods, materials and products stored in and at said dock or harbor facility for account of others. Such insurance shall be in the minimum amount of \$5,000,000 per occurrence.

The above-required insurance policies may include a deductible clause in an amount not to exceed \$5,000 per occurrence. Lessee shall be responsible for any penalty amount deducted from any loss payment due to any coinsurance or deductible clause that is part of the insurance conditions.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 plus excess coverage for a total of not less than \$5,000,000 for bodily injury and property damage per occurrence. Coverage under such insurance shall also include insurance of any explosion, collapse, and underground property damage hazards. Said insurance shall contain the "broad form contractual endorsement." Where the work includes the use of watercraft the "watercraft exclusion" in the comprehensive general liability insurance policy shall be eliminated or

protection and indemnity insurance shall be provided with the same limits as the comprehensive liability insurance. The liability policy shall name as additional insured the City of La Crosse and their officials, Board members, employees and agents.

Lessee shall procure and maintain, at Lessee's sole cost and expense, comprehensive motor vehicle liability insurance, which shall include hired and non-owned vehicles coverage with a minimum combined single limit of \$1,000,000 for bodily injury and property damage per occurrence.

Lessee shall procure and maintain, at Lessee's sole cost and expense, standard workers' compensation insurance, as will protect Lessee from claims under the Wisconsin Workers' Compensation Act. The limit of liability under the employer's liability section of the workmen's compensation insurance policy shall be not less than the Wisconsin statutory limit. Whenever applicable, protection shall be granted for liability under the Jones Act and under general maritime law.

All of the insurance policies required above, as well as any insurance carried by Lessee, or those holding under or through Lessee, for the protection of its or their property on the leased premises or their operations, shall provide that the insurers waive their rights of subrogation against the City of La Crosse and its officials, Board members, employees and agents. Lessee further agrees to waive and agrees to have its insurers waive any rights of subrogation with respect to deductibles under such policies and with respect to damage to equipment including the loss of use thereof, whether insured or not. All such policies shall also provide for thirty (30) days' notice of cancellation and/or material change to be sent to Board at the address designated. All such policies shall be written by non-assessable mutual or stock insurance companies, who are rated "B" or better in Best's Key Rating Guide and are licensed to do business in the State of Wisconsin. Lessee shall furnish Board certificates evidencing that it has procured the insurance required herein, prior to occupancy of the premises by Lessee. Nothing herein contained shall prevent Lessee or Board from placing and maintaining at Lessee's or Board's own individual cost and expense, additional or other insurance as may be desired.

4. IMPROVEMENTS, MAINTENANCE AND REPAIR.

It is hereby understood that the premises leased by Board to Lessee are accepted and shall be taken by Lessee and by those occupying same by or through Lessee in the condition they are at the time that they are tendered by Board for occupancy and use by Lessee without any obligation on Board to make any changes or improvements therein or to do construction of any kind therein, except as may be otherwise specifically provided in this agreement.

Lessee agrees to have a local representative available in the La Crosse area during normal business hours. Lessee agrees to keep leased premises in good repair at Lessee's expense. The tracking of mud and/or other debris onto Marco Drive is prohibited.

Lessee shall be responsible for the provision of all additional site improvements. Prior approval from the Board shall be obtained before any enclosed permanent structure is placed on the leased premises.

5. LIENS.

Lessee shall not permit any laborer's, mechanic's or materialman's liens to be placed upon the improvements on the leased premises by any laborer, contractor, or subcontractor, employed by Lessee during the term hereof; and Lessee agrees promptly to discharge or cause to be discharged any such lien or liens attaching to said improvements; or, if in default therein for thirty (30) days after written notice thereof from Board, in causing the removal of such lien or liens, including reasonable attorney's fees and expenses. Nothing herein contained, however, shall require Board to discharge such lien or liens except in its own discretion. Liens or security interest of financial institutions for the purpose of financing dock improvements, facilities or equipment shall be given only after written consent of the Board.

6. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign this Lease, in whole or in part, nor sublet the premises or any portion thereof to anyone, without in each case the written consent, in advance, of Board, and shall not permit any transfer by operation of law of all or any of Lessee's interest in said premises acquired through or by this Lease. Lessee, in case of a sublease under permission of Board, shall remain at all times primarily liable for the prompt payment of all rent or other amounts due from Lessee under the terms hereof and for the prompt performance of all covenants on Lessee's part herein agreed to be performed, unless Board shall specifically agree, in writing, to relieve and discharge Lessee from such liability. Any subleases that are approved by the Board shall be at the same rate as what the City charges in the master lease.

7. DEFAULT.

In the event any one or more of the following events (hereinafter sometimes referred to as events of default) should occur, namely:

- (a) if Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to Board, and if such failure shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by Board or its designee;
- (b) if Lessee shall be adjudged bankrupt or insolvent by any court of competent jurisdiction, or if by a voluntary petition in bankruptcy or petition for reorganization or arrangement shall be filed by Lessee, or if a receiver of the property of Lessee shall be appointed;
- (c) if the interest of the Lessee under this agreement be transferred to pass to or devolve upon any other person, firm or corporation, by operation of law or otherwise, without the written consent of Board, except to a subsidiary or successor company;

- (d) if Lessee becomes a corporation or other entity in dissolution or liquidation, whether voluntary or as the result of any act or omission, or by operation of law or the order or decree of any court having jurisdiction or for any other reason whatsoever, and the exceptions of sub. (c) above have not become operative;
- (e) if, by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental Board, agency or office, a receiver, trustee, or liquidator, shall take possession or control of all or substantially all of the property of Lessee;
- (f) if Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the premises;
- (g) if Lessee breaches or defaults in respect of any of the other covenants, conditions or agreements herein contained and on its part to be performed and fails for a period of thirty (30) days after receipt of written notice thereof to remedy such default, or, if remedying such default would reasonably require longer than 30 days, to commence to remedy and to thereafter proceed with all reasonable diligence to the remedying of such default;

then, upon the occurrence of such event of default, the rent, at the rate then in effect, for the remaining term of this Lease shall at once become due and exigible, without putting Lessee in default, and Board or City shall have the option: (1) to demand the rent for the whole term, (2) to proceed for past due installments only, Board or City reserving the right to proceed later for the remaining installments, or (3) to cancel this Lease immediately, all without putting Lessee in default. In addition to exercising the rights or remedies hereinabove provided in this paragraph, upon the occurrence or event of default sub. (f), above (i.e., abandonment or discontinuance of operations), whether alone or in conjunction with other events of default, Board or City may take possession of the premises immediately and for the remaining term hereof, for the purpose of continuing the operation of the public harbor facilities, either directly with Board's or City's employees or through a third-party operator or Lessee, and Lessee shall nevertheless continue to be obligated to pay the base or minimum rent until this Lease expires or otherwise terminates, and the net proceeds derived by Board or City from such operation shall be applied against Lessee's rent obligation. (The term "net proceeds" as used in the preceding sentence shall mean the sum realized by Board or City from the operation of the facilities, less all direct and indirect expenses of Board or City other than the expense of Board's or City's maintenance obligations under this agreement.) In all cases, Lessee shall remain responsible for all damages or losses suffered by Board or City as a consequence of Lessee's breach in the performance of its obligations hereunder. Failure strictly and promptly to enforce these conditions shall not operate as a waiver of Board's or City's rights.

8. TERMINATION OF LEASE.

Upon termination of this Lease by cancellation or expiration, or for any other reason whatsoever, Lessee shall immediately yield up possession of the premises to Board or City in good condition; provided, that the Lease shall nevertheless continue in effect until manufactured goods or commodities have completed loading or unloading, Board reserving the right to verify Lessee's inventory and accounting. Rent or other charges due or already paid shall be adjusted pro rata between Board, City and Lessee as of the actual cut-off time.

In the case of failure or refusal of Lessee to yield up the premises as aforesaid, Lessee shall pay as liquidated damages for the whole time such possession is withheld, double the proportionate amount of the base or minimum rent herein specified. This provision shall not constitute a waiver by Board or City of any remedies now or hereafter given to Board or City by the laws of Wisconsin.

Upon such termination, unless Lessee is in default hereunder, Lessee shall have ten (10) days after such termination within which it may remove from the leased premise property belonging to Lessee and property belonging to third persons but for which Lessee is responsible.

Upon such termination, Lessee may be required by Board to remove any and all facilities, buildings and structures placed by Lessee on the leased premises, title to which has not vested in Board pursuant to the provisions of this Lease (rather than by operation of law). All such improvements which are permanently attached to the premises may be retained by Board, at Board's option, and if so retained shall automatically become the property of Board. Board agrees to advise Lessee in writing no later than five (5) days after such termination, which improvements are to be retained and which must be removed. When removing such improvements, Lessee shall restore the affected portion of the premises to its previous condition.

In any event, Lessee shall remove all trash, stocks of materials, supplies, tools, etc., belonging to Lessee or Lessee's agents.

If the facilities, buildings and structures which are required by Board to be removed from the leased premises and all trash, stocks of materials, supplies, tools, etc., placed on the leased premises by Lessee or Lessee's agents, shall have not been removed by Lessee prior to the date of termination of this Lease, it will be optional with Board either to collect double the proportionate amount of the base or minimum rent as liquidated damages until the said facilities, buildings and structures, trash, stocks of materials, supplies, tools, etc., have been removed by Lessee; or to remove the same at Lessee's cost, risk and expense, the double rental to continue until ultimate removal thereof; or to retain the same, or any part thereof, without payment or reimbursement to Lessee, unless other arrangements have been made in writing between Board and Lessee with regard to the removal thereof.

9. INDEMNITY.

Lessee shall protect, defend, indemnify and keep and save forever harmless Board and City and from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever by reason of any and all of Lessee's operations and the operations of those holding under or through Lessee on the leased premises, or such as may be imposed for the violation of any law of the United States, or of the State of Wisconsin, or of any ordinance of the City of La Crosse or of Board, or of any regulations of any governmental agency (Federal, State or local), including any and all liability under employers' liability or workmen's compensation acts (Federal or State) if occasioned by any fault or act of commission or omission of Lessee, its employees or agents, or of any other persons who derive their right to be on the leased premises from Lessee, and not occasioned by any fault or negligence of Board, its employees or agents.

Lessee shall further protect, defend, indemnify and keep and save forever harmless Board and City from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of any accident or other occurrence causing injury to any person (fatal or otherwise) or damages to property, directly or indirectly due to the use or occupancy of the leased premises during the term of this Lease or arising in Lessee's performance of its obligations hereunder, if occasioned, brought about, or caused in whole or in part by any fault or act of commission or omission of Lessee, its agents or employees, or of any other persons who derive their right to be on the leased premises from Lessee, and not caused by any fault or negligence of Board, its employees or agents. City retains responsibility for and shall indemnify, hold harmless and defend Lessee, its successor and assigns from and against all costs, losses, liabilities, actions or proceedings concerning Environmental Cleanup only, required by any statute, ordinance, rule or regulation or any judgment or order of a government or judicial entity to the extent such Environmental Cleanup is required due to any act, conduct, condition or occurrence on the Property prior to the Effective Date of this Lease. Lessee, on behalf of itself, its representatives, successor and assigns expressly waives and releases any and all claims against the City, its officers and employees, for injuries or damage to itself or its successors and assigns, their improvements or business activity on the Parcel caused by necessary Environmental Cleanup activities as determined by the Wisconsin Department of Natural Resources on the Property, including but not limited to, demolition of buildings, interference with business, whether temporary or permanent, or loss of use of the lands conveyed herein, provided City gives the owner, its successor and assigns, at least one hundred twenty (120) days prior notice of the activity except to the extent required for City to respond to emergency conditions in which case notice shall be given as soon as practicable.

Lessee, from the time of its occupancy of the premise, shall assume sole responsibility for the condition of the premises, and Board shall not be liable for injury or damage, whether to person or property, caused by any vice or defect therein, either to Lessee or to anyone in or on the premises who derives his right to be thereon from Lessee, unless it be shown that Board knew of such vice or defect, or should within reason have known thereof, or had received notice of such vice or defect and failed to remedy same within a reasonable time thereafter, provided

that, under the terms of this agreement, Board would have been under the duty of remedying such vice or defect.

No provision of this Agreement is intended or shall be construed to be a waiver for any purpose by the City of the provision of Wis. Stats. §§893.80, 895.52 and 345.05, as amended or superseded, or any other applicable limits on municipal liability.

10. NOTICE.

Wherever in these provisions of this agreement notice is required to be given by either party hereto, it shall not be construed to mean personal service, but it shall mean notice in writing, addressed to the party to receive such notice, sent by registered or certified United States mail, as follows:

If for Board: City of La Crosse Board of Harbor Commissioners or City of La Crosse
c/o City Planning Department
City Hall
400 La Crosse Street
La Crosse, WI 54601

Copy to: City Attorney
400 La Crosse Street
La Crosse, WI 54601

City Clerk
400 La Crosse Street
La Crosse, WI 54601

If for Lessee: HANKE TERMINALS, INC.
1700 Marco Drive
La Crosse WI 54601

or as may be designated by the respective parties from time to time by notice given pursuant to this paragraph.

11. SUCCESSORS AND ASSIGNS.

This agreement shall inure to the benefit of and shall be binding on the successors and assigns of Board, and, except as otherwise provided in this agreement, on the successors and assigns of Lessee.

12. CHOICE OF LAW.

This agreement shall be interpreted in accordance with the statutes and laws of the United States of America, State of Wisconsin and County of La Crosse. If applicable, Lessee shall

comply with Wisconsin Statutes Section 30.38(8).

13. DISCRIMINATION.

Lessee agrees that no otherwise handicapped individual in the United States as defined in Section 706(7) of Title 29 USC, or as specifically provided for in Subchapter II of Chapter 111, Wisconsin Statutes, shall, solely by reason of his/her handicap, be excluded from employment or be subjected to discrimination under any activity by Lessee. Lessee further agrees to comply with the following laws, policies, and regulations and pertinent directions:

- (a) Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 US 2000d et. seq.
- (b) Subchapter II of Chapter 111, Wisconsin Statutes.

14. SEVERABILITY.

If any term, covenant, condition or revision (or part thereof) of this Lease or the application thereof to any party or circumstance, shall at any time or to any extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision (or remainder thereof) to the parties or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and be in force to the fullest extent provided by law.

15. AMENDMENT.

No term or provision of this agreement or any other attachments may be changed, waived, discharged or terminated orally, only by an instrument in writing signed by both parties to this agreement.

16. CONFLICT OF INTEREST.

No director, officer or employee of the City of La Crosse or Board during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Lease or in the proceeds thereof, except as permitted under Section 946.13(2), Wisconsin Statutes, and City of La Crosse Municipal Code, Section 2.48.

17. ATTACHMENTS.

Attachments to this agreement are incorporated into this agreement by reference.

18. ENTIRE AGREEMENT AND PREVIOUS LEASES.

This agreement and the attachments hereto contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

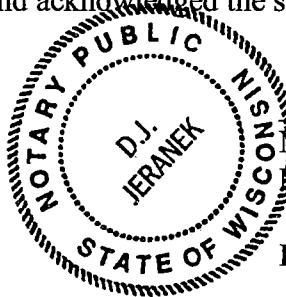
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their duly authorized officers.

BOARD OF HARBOR COMMISSIONERS

John A Foles 5/22/08
President

Secretary

Personally came before me this 22ND day of May, 2008, the above-named Board of Harbor Commissioners, by its President and its secretary, known to me to be the persons who executed the foregoing instrument and acknowledged the same.



D.J. Jeranek
Notary Public, State of Wisconsin
My Commission: 08/23/09

HANKE TERMINALS, INC.

Richard Hanke
Richard HANKE President

Personally came before me this 29TH day of April, 2008, the above-named HANKE TERMINALS, INC. Inc., by its PRESIDENT, RICHARD HANKE, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

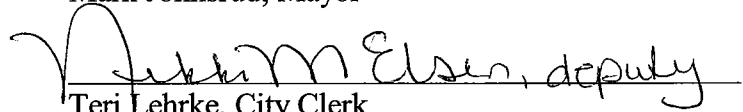
Lee Volden
Notary Public, State of Wisconsin Lee Volden
My Commission: 11/14/2010

CITY OF LA CROSSE, WISCONSIN

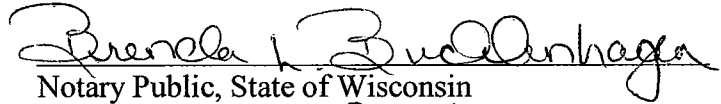
Mark Johnson

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HPU 4-2-08
CC 4-10-08

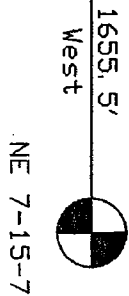
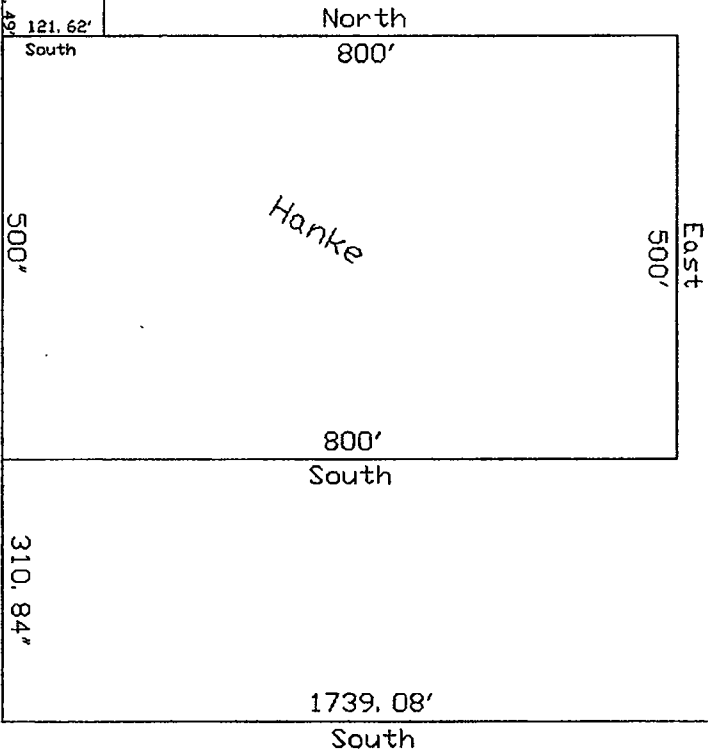
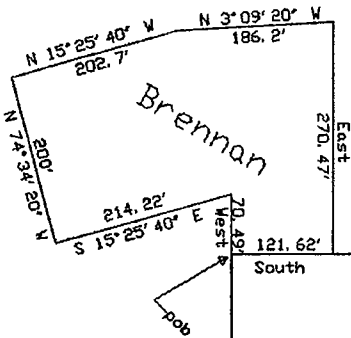
Mark Johnsrud, Mayor


Teri Lehrke, City Clerk

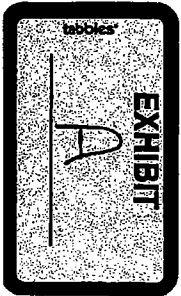
Personally came before me this 10th day of April, 2008, the above-named City of La Crosse, Wisconsin, by its Mayor, Mark Johnsrud, and its City Clerk, Teri Lehrke, known to me to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission: 1-30-11

Isle la Plume Lease Descriptions



Drafted by DJK 1/25/2000



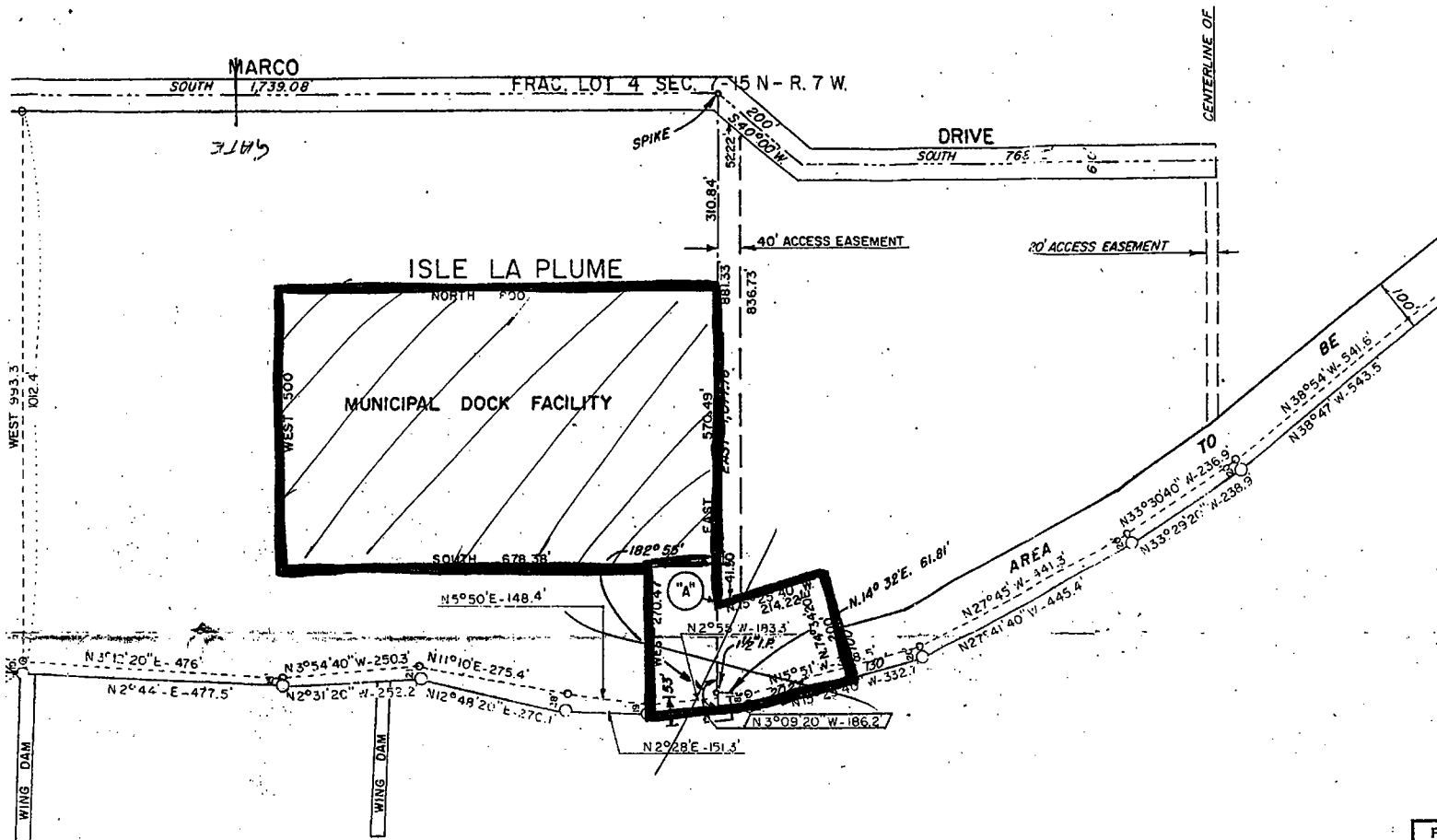


EXHIBIT 13