

EXHIBIT D

RACINE COUNTY’S CONSENT TO LEASE

Racine County (hereinafter “County”) consents to the lease (hereinafter “Lease”), which is incorporated by reference herein, between the Landlord, (hereinafter “R.H.M.”) and the Tenant, (hereinafter “Rum Point”). In consenting to the Lease, the County intends only to remove the limitation of the term to which R.H.M. and a restaurateur can contract for, as set out in paragraph 6(d) of the First Amendment To Marina License and subsequent relevant amendments, and is in no way intended to otherwise amend other terms, nor abrogate or limit the rights and obligations of R.H.M. as otherwise expressed in the license and amendments as they existed prior to the date of the Lease, other than as set out below.

1. The County consents to an initial term of five (5) years with two (2) separate conditional five (5) year extensions to the original term. Prior to Rum Point exercising either lease extension option it must be in conformance with the lease terms and operating in accordance with industry standards at the time of notice.

Prior to the end of the initial term and/or the end of the first option term, the County may submit in detail any concerns it has with Rum Point to, R.H.M. or current landlord. The concern must be contra to the industry standards or to any term set out in the Lease. R.H.M. or current landlord shall submit them formally in writing to Rum Point forthwith and allow Rum Point forty five (45) days to cure the stated concern(s).

Should R.H.M. not act on the County's notice of concern(s) in the manner set forth herein, or fail to demand a cure from Rum Point, R.H.M. and the County agree that R.H.M. will be in material breach of their Marina Agreement.

Signed by the parties:

COUNTY OF RACINE

County Board Chairman Date _____

County Executive Date _____

County Clerk Date _____

RACINE HARBOR MARINA, L.L.C.

President Date _____

Treasurer Date _____