

**COLLECTIVE**  
**EXHIBIT A**

KEY # 449-9981-011  
HITLER J REANNOCKBURN CO  
1710 S 108 ST

43

[illegible]

07/17/2003 THU 15:49 [TX/RX NO 7919] 003

DELOITTE & TOUCHE PROPERTY TAX  
P O BOX 811280  
CHICAGO IL 60681-1280

## PAYMENTS

**DO NOT REMOVE BOTTOM OF FORM**

DATE  
02/03/03

PRINCIPAL DUE 44,662.67  
PRINCIPAL INTEREST LOTTERY 30,400.41

Matheobonds payable to Treasurer, City of West Allis  
**WARNING:** If not paid by the date, interest free installment option is  
 lost and total unpaid amount is due in full and the subject to interest of  
 1% and penalty of 5% per month (definition of amount counts as a whole  
 month) from February 1 until paid. Any unpaid amount August 1 is  
 due to the Milwaukee County Treasurer for further collection.

**SHEBACK FOR ADDITIONAL INFORMATION**

PA-66557  
#02692

John Doe 7418  
DELINQUENT  
INTEREST DUE

OFFICE OF THE DISTRICT ATTORNEY  
JAN 18 1892

1947

**COPY**

# HILLER REALTY INC

**BROKERAGE • MANAGEMENT • DEVELOPMENT**

10500 N. PORT WASHINGTON RD, SUITE 203 MEQUON, WI 53092 TEL (414) 241-4455 FAX (414) 241-4432



*To: PAK  
FYI  
Baklogi*

TO: Bret Roze  
COMPANY: \_\_\_\_\_  
FAX: 277-0656  
DATE: 4-4-03

FROM: Tim Hiller

Pages Including Cover: 30

◆  
If you have any problems or questions regarding this transmission,  
please call 262-241-4455  
◆

MESSAGE: *Can you  
for accept of the notice to both  
from below?*

*Tim 414 226-4960  
Hiller Realty 262-241-4432*

AMENDMENT OF LEASE

WHEREAS the parties hereto have on January 1, 1975 entered into a Lease of a certain premise commonly known as 1710 South 108th Street, West Allis, Wisconsin,

AND WHEREAS the parties wish to amend only the provision therein for payment and accrual of property taxes and special assessments thereon, as requested by Tenant in accordance with a ruling obtained from the Internal Revenue Service,

## IT IS AGREED AS FOLLOWS:

That effective December 1, 1975, Paragraph 4 of said Lease is amended by adding Paragraph 4(a) to read as follows:

(a) Taxes and Assessments. Lessee shall pay, as additional rent, all real property taxes and all assessments, general or special levied against the leased premises during the term of this lease. It is agreed, however, that for the first and last calendar year falling partially with the term of this lease, Lessee shall pay only such fraction of the real property taxes and assessments levied during such calendar year as the portion of such calendar year falling within the lease term bears to the entire calendar year. For purposes of this lease, the date of levy of all real property taxes shall be deemed to be the third Monday of December in the calendar year for which the taxes are levied and in which such taxes become a lien on the property. Lessee's liability and obligation hereunder to pay such real property taxes shall become fully accrued, fixed, absolute, definite and final on the date of levy thereof. The arrival of the date of levy shall be deemed to be the occurrence of the final event which determines the fact of Lessee's liability for such real property taxes and Lessee shall thereupon be required and obligated to pay such taxes.

That in all other respects said Lease shall stand and remain as heretofore in effect.

Dated this 3<sup>rd</sup> day of December, 1975.

GUDFREY COMPANY

By \_\_\_\_\_  
President

J. E. Hiller  
J. E. HILLER, Individually

FAMILY TRUST U/W RAY R. HILLER

J. E. Hiller  
J. E. Hiller, Trustee

\_\_\_\_\_  
R. Burr Hiller, Trustee

\_\_\_\_\_  
Don A. Hiller, Trustee

*Sent to Don + Parent  
Dec 3  
J.*

L E A S E

1. PRINCIPAL TERMS AND DEFINITIONS.

A. LESSOR:

JAREN E. HILLER, individually, and the FAMILY TRUST UNDER THE WILL OF RAY P. HILLER, by Jaren E. Hiller, R. Burt Hiller and Don A. Hiller, Trustees.

c/o Hiller Mortgage Company, Inc.  
110 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

B. LESSEE:

GODFREY COMPANY, a Wisconsin corporation  
1200 West Sunset Drive  
Waukesha, Wisconsin 53186

C. TERM:

Twenty (20) years commencing January 1, 1975, and expiring December 31, 1994, together with any extensions thereof made as hereinafter provided.

D. RENTAL FOR THE TERM:

TWO MILLION THREE HUNDRED SEVEN THOUSAND TWO FIFTY DOLLARS (\$2,307,250.00).

E. MONTHLY RENTAL

TEN THOUSAND EIGHT HUNDRED NINETY-ONE AND 67/100 DOLLARS (\$10,891.67) for the first one hundred eighty (180) months and FIVE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 17/100 DOLLARS (\$5,779.17) for the remaining sixty (60) months, payable in advance on the first day of each month during said term.

F. LEASED PREMISES:

SEE EXHIBIT "A" ATTACHED HERETO.

2. LEASE OF PREMISES.

The Lessor does hereby lease to the Lessee the leased premises, which for all purposes of this Agreement shall include all buildings and improvements thereon, for the term and at the rental set forth in Paragraph #1 hereof upon the following provisions, each of which shall be both covenants and conditions, and the Lessor and Lessee covenant and agree to abide by and perform each and every provision hereof.

3. RENTAL.

Lessee covenants and agrees to pay to the Lessor the rental set forth in Paragraph #1 hereof at the times and in the manner therein set forth.

4. NET RENTAL; CHARGES; TAXES; ASSESSMENTS.

Lessee agrees that the rental payable to the Lessor under the terms of this lease shall be a net rental, and that the Lessee shall pay when due and be liable for all charges, expenses, levies and assessments of whatsoever kind and nature made against the leased premises, including without limiting the generality thereof, all charges for fuel, electricity, water, gas, sewer charges, telephone service and other utilities, and all taxes and special assessments, and obligations of whatsoever kind or nature against the leased premises which are assessed or become due and payable during the term of this lease or are for services, improvements, additions or occurrences happening during the term hereof, or any tax or imposition on rentals reserved to the Lessor. Lessee shall furnish to the Lessor receipts showing the payment in full of any charge, expense, levy, tax or any installment thereof, against the leased premises which may constitute or become a lien thereon or for which Lessee is liable hereunder before the same shall be finally due or become in default; provided, however, that the Lessee may contest the validity or amount of any charge, expense, levy, tax or assessment, on condition that if such contested item shall not have been paid the Lessee shall indemnify and save harmless the Lessor from and against such contested item, together with all interest charges, court costs and all other charges and expenses incurred in contesting said charge, expense, levy, tax or assessment; and excepting further, that if any special assessment may be paid in installments, the Lessee may avail

itself of the privilege of so doing and the Lessee shall not be obligated to pay any assessment or installment of special assessments thereof that shall be due and payable after the expiration of the term of the lease. Lessor may pay any assessment or installment thereof and shall be entitled to be reimbursed by the Lessee for such installment as the Lessee may be liable hereunder together with interest at the same rate and from the same date as is chargeable thereon by the taxing authority. Nothing herein contained shall be construed to require the Lessee to pay any inheritance, estate, transfer, franchise, income or profit taxes that are or may be imposed upon the Lessors, their successors or assigns, or any principal, interest or other charges due to any mortgagee or mortgagees of the leased premises.

The Lessee further agrees to pay any tax or any imposition of any kind which may in the future be levied against the leased premises, or any part, in lieu of or in substitution of a general property tax, or in lieu of any special assessment tax, it being the intent and purpose of this lease that the Lessor shall be entitled to receive all of the rentals reserved in this lease without deduction of any kind, type, or description.

5. MAINTENANCE.

Lessee agrees at all times during the term of this lease to promptly make all repairs and to maintain the leased premises, including the exterior and interior of the buildings, tanks and other improvements located thereon, sidetracks, if any, loading area, including the regular painting thereof at reasonable intervals, all as dictated by the best practice from time to time prevailing in industry for the painting, repair and maintenance of premises of the character hereby demised, all at no expense whatsoever to the Lessor. The Lessee agrees that at the termination of this lease it will return the leased premises in good

condition and repair, reasonable wear and tear and damage by fire only excepted.

6. COMPLIANCE WITH LAW; WASTE.

The Lessee covenants and agrees to conform to and comply with all requirements of law and of governmental rules, regulations and ordinances and with all orders, regulations and requirements of the local Board of Fire Underwriters or similar organizations, so far as the same relate to the leased premises and to Lessee's use of all easements serving or appurtenant thereto, and to take all necessary safety precautions in the conduct of its business. The Lessee agrees to make all repairs and alterations and comply with all directions which may be required by any governmental authority having jurisdiction over the leased premises at the Lessee's cost and expense. Lessee shall have the right to contest, at its sole option and expense, any such laws, rules, regulations, ordinances, or orders and shall not be required to comply therewith until the completion of such contest and then to the extent that they continue in effect. In the event the Lessee undertakes to contest any such law, rule, regulation, order, or ordinance, it shall agree to hold the Lessor harmless of and from any damage by reason of such contest and shall indemnify the Lessor as against such loss or damage. The Lessee covenants and agrees not to commit any waste of the leased premises.

7. LESSOR'S ENTRY FOR INSPECTION.

The Lessor shall have the right upon prior notice, except where limited by government or military security orders, to enter into and upon the leased premises at reasonable times during business hours of the Lessee for the purpose of examining and inspecting the same and of showing said premises to prospective tenants, purchasers, or mortgagees, said inspection not, however,



unreasonably to interfere with Lessee's business or expose Lessee's manufacturing or trade processes. The Lessee will permit the usual "To Let" or "For Sale" signs to be placed upon the leased premises at any time within six (6) months prior to the expiration of the term hereof.

8. ASSIGNING OR SUBLETTING.

Lessee shall not assign this lease or sublet the leased premises or any part thereof, except to a subsidiary or a corporation with which it might merge, without first obtaining the written consent of the Lessor to such assignment or subletting. No assignment by the Lessor of its interest herein, when made for the purpose of collaterally securing an obligation of the Lessor, shall be construed to impose upon such assignee any obligations of the Lessor hereunder, and such obligations shall remain and continue to be the Lessor's obligations notwithstanding such assignment.

9. ALTERATIONS; IMPROVEMENTS; FIXTURES.

Lessee may, at its own expense, make such alterations of the buildings and improvements comprising part of the leased premises as it may deem desirable for its use; provided, that such alterations do not substantially reduce the value of the leased premises, nor affect the structural soundness thereof. Before making any structural alterations of the premises, the Lessee shall submit proposed plans to the Lessor for its approval, which approval shall not be unreasonably withheld. Lessee, when making any alterations, changes or additions, pursuant to the terms of this paragraph, shall at all times keep the leased premises free and clear of any liens and encumbrances whatsoever. All alterations, changes, additions and other improvements shall be and become a part of the freehold and no part thereof shall be removable by the Lessee at the expiration or termination of the

term hereof. The Lessee may, without the consent of the Lessor, erect/<sup>trade</sup> fixtures which may be necessary in the conduct of the Lessee's business and such fixtures as shall so have been installed in the leased premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and shall be removed by it at the expiration or termination of this lease, and the Lessee shall, at its own expense, repair any injury to the leased premises resulting from such removal.

10. SIGNS.

The Lessee shall have the right to use any part of the leased premises for advertising its own business and may install display and advertising signs for that purpose, and may remove the same upon termination of this lease, provided that upon removing the same the Lessee shall restore the leased premises to the condition the same were in prior to the installation of such signs. The Lessee shall be liable for all damages to the leased premises which may occur as a result of the presence of any signs installed upon the leased premises.

11. INSURANCE.

Lessee agrees to insure all building and improvements comprising part of the leased premises, insuring the Lessor and Lessee, as their interests may appear, against loss by fire and the perils included in the standard extended coverage endorsement, vandalism, and the coverages included in the standard boiler and machinery policy. Said insurance is to be in an amount equal to the full replacement value of the buildings and improvements on the leased premises with full waivers of co-insurance, written in a company or companies satisfactory to the Lessor. Loss, if any, shall be payable to the Lessor, Lessee and any mortgagee

or mortgagees, as their respective interests may appear. The Lessee shall likewise carry rental value insurance in an amount at least equal to nine (9) months' rental, written with a one-ninth form or equivalent. Parties hereto hereby waive all rights of subrogation against each other as respects any perils insured in said insurance policy or policies.

Lessee further agrees to carry public liability insurance in an amount for bodily injury liability of not less than \$200,000.00 for any one person and \$500,000.00 for any one occurrence and property damage liability in an amount of not less than \$100,000.00 for each occurrence. Said policy shall name the Lessor and Lessee as insureds and shall indemnify the Lessor for any damages or charges which said Lessor may be obligated to pay as a result of injuries or damages on or about the leased premises, or for any injury or damages caused by the Lessee its officers, agents, employees, or independent contractors in the use of the leased premises.

Each of the insurance contracts required under this insurance provision shall contain a clause requiring the insurance company or companies to give ten (10) days' written notice of cancellation, non-renewal, or material change of said policies to the Lessor. Lessee shall pay all premiums for such insurance and furnish Lessor with certificates of insurance including the aforementioned written notice of cancellation. Lessee covenants and agrees that it will fully comply with all of the terms, conditions and provisions of any insurance policies obtained pursuant to the provisions of this paragraph. If the Lessee fails to procure insurance in accordance with these provisions, the same may be procured by the Lessor, and all premiums and other expenses thus incurred by the Lessor shall be charged to the Lessee, and shall be immediately due and payable in the same manner and same effect as if it were rental hereunder.

11-A. CONTINUING LIABILITY OF THE LESSEE.

If the Lessee shall sublease the leased premises or any part thereof or assign the lease, the said Lessee shall, nevertheless, continue to be responsible for the full performance of all of the terms and conditions of this lease, including, without limitation by reason of enumeration, continued liability for payment of rent, payment of taxes, payment of insurance, and all other terms and conditions hereof.

If the Lessee shall abandon or vacate the demised premises before the end of the term of this lease, or shall suffer any covenants of this lease to be in default, the Lessor, after notice to Lessee as herein provided, may enter upon said premises and re-let the same as the Lessor may see fit without releasing the liability of the Lessee for its continued liability hereunder. If sufficient sums shall not be realized from such re-letting, after the payment of the expenses of such re-letting, to equal the rentals and payments stipulated to be paid by the Lessee under the provisions of this lease, plus the Lessor's cost of remodeling for such re-letting purposes, then the Lessee agrees to pay such deficiency during each month of the entire term, it being expressly agreed that no surrender of the demised premises and no action taken on the part of the Lessor to repossess itself as of its former estate shall release or relieve the Lessee of its continuing liability for the full performance of all the terms, conditions and covenants of this lease, unless such release be evidenced by written consent of the Lessor.

12. DAMAGE OR INJURY TO PERSONS OR PROPERTY.

All property placed upon the leased premises shall be at the sole risk of the Lessee, and the Lessee agrees that the Lessor shall not be liable, in any manner or to any extent for any damage to the leased premises or to any fixtures or property therein or thereon or for any injury to any person or loss of life, whether or not due to any present or future latent or other defect in the form, character or condition of said leased premises or any part thereof. The rental shall not be diminished or withheld by reason or on account of any such damage, injury or loss. The Lessee covenants to indemnify and save harmless the Lessor from and against any and all such liabilities and all damages, losses, expenses and costs by reason thereof.

13. DAMAGE OR DESTRUCTION OF LEASED PREMISES.

Except as provided in paragraph C hereof:

A. If, during the term hereof forty percent (40%), or less of the replacement value of the buildings or improvements included in or appurtenant to the leased premises, now existing or hereafter erected by the Lessor, shall be destroyed by fire, explosion, the elements, or any other casualty for which damage insurance has been provided as hereinabove required, the Lessor shall promptly rebuild and restore the same as nearly as possible to the condition it was prior to the damage. Rent payments shall not be reduced or abated as a result of such loss.

B. If during the first ten (10) years of the initial twenty (20) year term hereof, more than forty percent (40%) of the replacement value of the buildings or improvements included

in the leased premises shall be damaged or destroyed by fire, explosion, the elements, or any other casualty, for which damage insurance has been provided as hereinabove required, this lease shall nevertheless continue in full force and effect, and the Lessor shall promptly commence to restore and rebuild the buildings or improvements and complete the same within a reasonable time from the date of the destruction, and rent payments shall not be reduced, nor abate by reason of such loss. In the event Lessor fails to rebuild or to make said repairs, then the Lessee shall, if it so desires, have full power and authority so to do, applying thereto all proceeds of insurance which the Lessee is required to carry by the terms of this agreement.

If, during the last ten (10) years of the initial twenty (20) year term hereof, or during any extension of this lease, more than forty percent (40%) of the replacement value of the building or improvements upon the leased premises shall be damaged by fire, explosion, the elements, or any other casualty, for which damage insurance has been provided as hereinabove required, this lease nevertheless shall continue in full force and effect for a period of thirty (30) days from the date of such damage or destruction.

During such thirty (30) day period the Lessor shall have the right to cancel this lease, unless the Lessee shall during said thirty (30) day period exercise one or more of the options then available to it so as to extend the unexpired term of this lease for at least ten (10) years. In the event the Lessee does so exercise the option available to it to extend the term of this lease as aforesaid, the Lessor shall then proceed promptly to restore and rebuild the buildings or improvements and complete the same within a reasonable time from the date of such destruction. Rent payments shall not be reduced or abated during that period.

In the event the Lessee fails to exercise the option

to extend the term of this lease as aforesaid, the Lessor may then terminate this lease at the end of said thirty (30) day period and retain all insurance proceeds resulting from such loss or destruction. If the Lessor does cancel this lease as aforesaid the Lessee shall then have the option to purchase the leased premises for a thirty (30) day period following the cancellation of said lease at the fair market value of the leased premises. The parties shall attempt to negotiate the purchase price for a period of fifteen (15) days subsequent to the cancellation of said lease, and in the event they are unable to agree as to the purchase price, then the same shall be determined by arbitrators in the manner following: Each party shall appoint an arbitrator, and the two appointed shall appoint a third arbitrator. The three arbitrators shall be qualified appraisers who shall within twenty (20) days after their appointment determine the fair market value of the premises, and all parties hereto shall be bound by a determination of a majority of said arbitrators. In the event either party shall fail or neglect to appoint an arbitrator within ten (10) days after being required so to do, the other party may request the Senior Judge of the Circuit Court of Milwaukee County to appoint such an arbitrator for the defaulting party.

In arriving at the fair market value of the premises the arbitrators shall consider the condition of the premises as they were as of the time of the termination of the lease and shall exclude from their determination any improvements to the leased premises which may have been made by the Lessee at its own cost and expense and for which it has not been reimbursed by the Lessor.

In any event the Lessor may, if he so desires, waive the requirement for an extension of the term of this lease and reconstruct the premises in which event this lease shall continue unabated.

C. Notwithstanding the provisions hereinbefore contained, if within the last five (5) years of the initial twenty (20) year term, or any extended term, more than twenty percent (20%) but less than forty per cent (40%) of the replacement value of the said buildings or improvements included in or appurtenant to the leased premises, be destroyed by the casualties hereinbefore set forth, the Lessor may, at its option, terminate the lease unless the Lessee shall within thirty (30) days from the date of such damage or destruction serve upon the Lessor notice in writing that it elects to extend the lease for a period of five (5) years from the date of the termination of the current initial or extended term, such election to be on the same terms and conditions as in this lease contained.

D. Should the Lessor be required under any applicable provision of this lease to restore or rebuild the improvements included in the leased premises, such work shall be done by responsible contractors who shall be jointly selected by the Lessor and the Lessee. Should the cost of such work exceed the amount received from the insurance provided for such purpose, the excess shall be paid by the Lessee and shall be deposited with the Insurance Trustee hereinafter provided prior to the commencement of any work.

E. In the event of a fire or other casualty in an amount of Twenty-five Thousand Dollars (\$25,000.00) or less, the insurance proceeds shall be paid to Lessee who shall use such funds for repair of such damage. Such funds shall be considered to be trust funds for such purposes. In the event the loss is in excess of Twenty-five Thousand Dollars (\$25,000.00), and said proceeds are to be used for repair and/or rebuilding of the leased premises in accordance with the terms of this lease, then settlement with insurer shall be made by both Lessee and Lessor jointly and the proceeds of such insurance policies shall be deposited with an



Insurance Trustee who shall be acceptable to the Lessor, Lessee and the Mortgagee. Such Insurance Trustee shall disburse said in accordance with the terms of this agreement. Such insurance trustee shall make payments to the contractors doing the work in accordance with the usual and customary practices in such case made and provided and shall make progress payments to said contractors in accordance with the terms of the contract with said contractors upon the direction of the Lessor and Lessee, or their designated agent, and upon the presentation of adequate construction and materialmen's waivers of liens. In the event the amount of insurance proceeds shall be insufficient to pay for such repairs and/or rebuilding, the deficiency shall be deposited with said insurance trustee by the Lessee prior to the commencement of any work as hereinabove set forth. In the event the insurance proceeds shall be in excess of the cost of the repair and/or rebuilding, said excess shall be divided equally between the Lessor and the Lessee.

F. The Lessor covenants and agrees that it shall obtain from every mortgagee in interest at the time of execution of said mortgage, the mortgagee's consent to make the proceeds of insurance policies available for the application and disbursement for repairs, replacements, or rebuilding as provided in this lease, and not to be applied to the payment of principal of said mortgage, except upon the consent of both Lessor and Lessee.

14. NOTICES.

A. All notices to the Lessee shall be sent by registered or certified mail with return receipt requested addressed to the Lessee at its address shown in Paragraph 1 hereof, or at such other address as the Lessee shall hereafter designate in writing to the Lessor, or by personal service upon the Lessee with a copy to Thomas W. Godfrey at 312 East Wisconsin Avenue,  
Milwaukee, Wisconsin 53202.

B. All notices to the Lessor shall be sent by registered or certified mail with return receipt requested addressed to the Lessor at its address shown in Paragraph 1 hereof, or at such other address as the Lessor shall hereafter designate in writing to the Lessee, or by personal service upon the Lessor, with a copy to Jaren Hiller at 748 W. Laramie Lane, Milwaukee, WI. 53217.

C. All mailed notices shall be deemed to have been given when deposited in the United States Mail in sealed envelopes with return receipt requested with postage prepaid thereon.

D. All rent due and payable under this lease shall be due and payable at the address designated for the giving of notices hereinabove set forth, or at such other place as the Lessor may from time to time designate in writing.

15. GRACE PERIOD.

No default whatsoever or breach of covenant hereunder shall be deemed to have occurred on the part of the Lessee, with the exception of non-payment of rent, until thirty (30) days after written notice of unperformed conditions shall have been given to the Lessee by the Lessor, and the Lessee within such time shall have failed to remedy such default or breach or commenced to remedy the same and thereafter shall have proceeded expeditiously to complete such steps as are required to remedy the same; provided, however, that if such default consists of the failure to conform to or abide by any governmental law, order of regulation, if uncontested by the Lessee, the time within which Lessee shall be required to remedy such default shall be further limited to the period within which such compliance is required if such period is shorter than that herein provided. No default or breach for non-payment of rent shall be deemed to have occurred until ten (10) days after written notice of such failure to pay rent shall have been given.

16. EMINENT DOMAIN.

In the event the leased premises shall be condemned or taken by eminent domain by any authority having the right of eminent domain, or if purchased by such authority in lieu of condemnation, then the term of this lease shall end as of the date title vests in the condemnor, and all rentals shall be paid up to that date, and the Lessee shall have no claim against the owner for the value of any unexpired term of the lease.

In the event part of the leased premises shall be taken by eminent domain by any authority having the power of eminent domain, or if purchased by such authority in lieu of condemnation of said portion, and such taking or purchase shall render the remainder of the leased premises in the reasonable judgment of the Lessee unsuitable for the purposes of the Lessee, then the term of this lease shall cease and terminate at the same time and in the same manner as if the entire leased premises had been taken. If the Lessee in the exercise of good judgment determines that the remainder of the premises is no longer suitable for its purposes and elects to terminate the lease (such election to be made within thirty (30) days after title vests in the condemnor), then the Lessor shall have the option to either (a) accept the termination of the lease and receive and retain all condemnation awards resulting from such partial taking and retain title to the remainder of the premises, or (b) require the Lessee to purchase the leased premises paying therefor the fair market value of the land and improvements installed upon the leased premises which were paid for by the Lessor.

In the event the parties are unable to agree as to the fair market value of the improvements in the leased premises within thirty (30) days, the parties shall each appoint an arbitrator

and the two appointed shall appoint a third arbitrator. The three arbitrators shall be qualified appraisers who shall within twenty (20) days after their appointment determine the fair market value of the land and improvements in the leased premises owned by the Lessor, and all parties hereto shall be bound by a determination of a majority of said arbitrators. In the event either party shall fail or neglect to appoint an arbitrator within ten (10) days after being required so to do, the other party may request the Senior Judge of the Circuit Court of Milwaukee County to appoint such an arbitrator for the defaulting party.

Upon payment of such sums the Lessee shall thereupon be entitled to receive and retain the condemnation award, and the Lessor shall thereupon convey the remainder of the leased premises to the Lessee, free and clear of all liens and encumbrances, except such as are created by the act of the Lessee, or those claiming under it.

If a partial taking occurs in the first fifteen (15) years of this lease which does not terminate it, the rent for the balance of said fifteen (15) years shall be reduced by twelve per cent (12%) of the award received by the Lessor. The rent for the balance of the term, or any extension thereof, shall not be reduced because of a non-terminating partial taking no matter when made.

In the event the Lessee shall have no interest in any award resulting from any condemnation, except for such items in the award which may have been installed and paid for by the Lessee, and for which items the Lessee has not been reimbursed by the Lessor.

In the event of a total taking, or a partial taking which results in the cancellation of this lease, the Lessee shall

be free to pursue the condemnor for additional items payable under Wisconsin Statutes, Section 32.19.

No negotiated sale in lieu of condemnation shall be made without the joinder of the Lessee therein.

17. SUBORDINATION.

At the Lessor's option, this lease shall be and is subordinated to any existing mortgages covering said premises, any extension or renewal thereof or to any new mortgages which may be placed thereon from time to time; provided, however, anything to the contrary contained herein notwithstanding, every such mortgagee shall recognize the validity of this lease in the event of a foreclosure of the Lessor's interest as long as the Lessee shall not be in default under any of the terms of this lease; and it is agreed that this lease may not be amended or modified without written consent of any mortgagee of the leased premises, provided that if the mortgage is executed subsequent to the lease the mortgagee has given Lessee written notice of such mortgage. In the event any mortgagee forecloses its mortgage, Lessee hereby agrees to attorn and recognize the purchaser (it may be the mortgagee) of the leased premises as Lessor under this lease. Lessee shall execute whatever instruments may be required to carry into effect such subordination and/or agreement of attornment.

18. SURRENDER AT END OF TERM.

The Lessee covenants, upon the last day of the term hereby demised, or of any sooner termination thereof as in this lease provided, peaceably and quietly to surrender and yield up to the Lessor the entire leased premises and all appurtenances thereto and all improvements and additions to the freehold, except as hereinbefore provided, in as good order and condition as the same were at the commencement of the term, reasonable wear and tear and damage by fire, the elements and other casualty excepted.

19. RE-ENTRY.

A. In the event of the abandonment of the leased premises by the Lessee, or if the Lessee shall fail to pay the rental or shall violate any of the covenants herein contained after notice as herein provided shall have been given, or if the Lessee shall be adjudged bankrupt or insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed over the Lessee's property by a court, and such receiver or trustee as the case may be, shall not be discharged within forty-five (45) days after such appointment, or if any proceedings for a composition of its debts or for reorganization or for an arrangement with its creditors under any applicable Federal or State law shall be commenced by the Lessee, or if any such proceeding commenced against the Lessee shall result in a composition of its debts or its reorganization or an arrangement with its creditors, or if this lease shall by operation of law devolve upon or pass to any person or persons other than the Lessee, except by substitution, merger or consolidation, then the Lessor may re-enter the leased premises either peaceably, by force or otherwise and may expel all persons and remove all property therefrom, without becoming liable to prosecution therefor; and the Lessor may either relet the leased premises as the agent of the Lessee and receive the rental therefrom, applying the same first to the payment of such expenses as the Lessor shall have incurred in re-entering and then to the payment of the rental accruing hereunder, the balance, if any, to be paid by the Lessee, who shall remain liable for any deficiency which shall be due and payable monthly on the first day of each month and be collectible by suit by the Lessor monthly as the same falls due or such other periods as Lessor shall from time to time elect, or the Lessor may then or at any time thereafter declare a forfeiture and termination of this

lease. No declaration of such forfeiture shall be effective unless so declared in writing by the Lessor. If the Lessor shall elect to declare a forfeiture and termination of this lease, thereupon all rights and obligations of the Lessee and of its successors and assigns hereunder shall cease and be terminated, except for obligations incurred or accrued prior to surrender of possession to the Lessor, and within thirty (30) days after receipt by the Lessee of notice of the election by the Lessor to declare such forfeiture, the Lessee shall, by an instrument in writing in form for record, cancel this lease and the unexpired term thereof and surrender and deliver up to the Lessor the entire leased premises together with all improvements and additions to the freehold and all easements and appurtenances thereto, and, upon any default by the Lessee in doing so, the Lessor shall have the right forthwith to re-enter the leased premises, either peaceably, by force or otherwise and to expel all persons and to remove any property therefrom it shall desire, without becoming liable to prosecution therefor, and to repossess itself of the leased premises and to again have and enjoy the same, together with all improvements and additions to the freehold and all easements and appurtenances thereto as fully and completely as if this lease had never been made.

B. In the event of the termination of this lease and re-entry by the Lessor as aforesaid, the Lessee waives any and all right to redeem said leased premises whether given by any statute now in effect or hereafter enacted.

C. In the event of any failure by the Lessee to perform any act required of it under this lease, the Lessor may perform the same for the account of the Lessee and the reasonable costs thereof shall be and become immediately due and payable by the Lessee to the Lessor as additional rent with the same rights

and remedies as shall be applicable to the rental herein reserved.

D. The rights and remedies of the Lessor under this lease shall be cumulative and the exercise of any one of them shall not be exclusive of any other right or remedy provided by this lease or allowed by law.

E. The waiver by the Lessor of any breach of any covenant of this lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of the Lessor's right to enforce the payment of subsequent installments of rental or affect the enforcement of any of the Lessor's other rights under this lease by such remedies as may be appropriate.

20. INDEMNIFICATION BY LESSEE.

Lessee further covenants and agrees to protect and save the Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save the Lessor harmless from and against any and all claims, and against any and all loss, cost, damage or expense including without limitation, reasonable attorney's fees, arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof. Lessee further covenants and agrees not to permit any construction lien or liens to be placed upon any part of the leased premises or any improvement thereon during the term hereof, and in that case of any such lien in connection with any work performed by, for, or upon the direction of the Lessee attaching it will promptly pay the same and cause it to be discharged.



21. OPTION OF EXTENSION.

Provided that this lease be in full force and effect and the Lessee shall not be in default in any of the terms and conditions in this lease contained at the time of the exercise of the option, Lessor does hereby give and grant unto the Lessee the option to extend the term of this lease for three (3) successive five (5) year periods, upon the Lessee giving to the Lessor at least six (6) months' written notice of its election to extend prior to the commencement of each separate five-year period, the terms and conditions as provided for the original term under this lease shall apply during each option period except that the net annual rental to be paid with respect to all option periods shall be such a sum which is equivalent to the purchasing power of Sixty-nine Thousand Three Hundred Fifty (\$69,350.00) Dollars as of the commencement date of this lease, but not more than One Hundred Thirty Thousand Seven Hundred (\$130,700.00) Dollars per year.

For the purpose of determining said annual rental for each option period, the sum of Sixty-nine Thousand Three Hundred Fifty (\$69,350.00) Dollars shall be multiplied by a fraction, the numerator of which shall be the average index numbers of the Retail Commodity Prices for the last three (3) months of the primary term of this lease, or the last three (3) months of any extended term thereof, as may be appropriate, and the denominator of which shall be the average of the index numbers of the months of October, November, and December 1974. The index numbers to be employed are the index numbers of the Retail Commodity Prices designated as "Consumers' Price Index - All Items (1957-58 = 100)" prepared by the Bureau of Labor and Statistics of the U.S. Department of Labor. If the compilation or publication of such Index shall be revised or discontinued, then there shall be substituted therefor:

A. The revised Index, if any, modified by such adjustments as shall be required to produce substantially equivalent results in the computations provided for in this Paragraph 21.

B. If there shall be no such revised Index, a comparable statistic based upon changes of the cost of living or purchasing power of the consumer dollar published by any other governmental agency, or if no such statistic shall exist, then a comparable statistic compiled or published by a responsible financial periodical shall be used.

When the annual rental as adjusted as hereinabove set forth shall be determined, said rental shall continue during the particular extended term of this lease. A similar adjustment in rental shall be made for each extension of the term of this lease which may be made hereunder.

In the event the Lessee shall exercise its option to extend for more than one extended period, a similar rental adjustment shall be made at the end of each five (5) - year term during such extended periods.

In no event shall the base annual rental during the option periods be less than Sixty-nine Thousand Three Hundred Fifty (\$69,350.00) Dollars per annum, nor more than One Hundred Thirty Thousand Seven Hundred (\$130,700.00) Dollars per annum.

22. OPTION TO PURCHASE.

In the event the Lessor shall during the term of this lease, or any extended period thereof, determine that it desires to sell the leased premises, the Lessor shall submit to the Lessee a written Offer setting forth the price and terms upon which the said Lessor is willing to sell said premises. The Lessee shall have thirty (30) days time within which to agree to purchase the leased premises upon the terms and conditions

set forth in said submitted Offer. In the event the Lessee exercises its option to purchase in accordance with the terms of said offer, the transaction shall be closed within thirty (30) days thereafter. If the Lessee does not exercise its option to purchase said premises in accordance with the terms and conditions of the offer of the Lessor within said thirty (30) - day period, the Lessee shall be deemed to have rejected said offer, and the Lessor shall thereupon be free to sell and convey said premises to any third person at the same, or a greater, price, and on the same conditions as those offered to the Lessee. The sale of the premises to a third person shall not terminate this lease, and any subsequent purchaser shall likewise be bound to similarly offer the premises to the Lessee in the event said third person, or its successors or assigns, desires to subsequently sell and convey said leased premises.

23. QUIET ENJOYMENT.

The Lessor covenants and agrees that the Lessee, upon paying the basic rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy said leased premises during the term of this lease, without hindrance or molestation of the Lessor, or any person or persons claiming under the Lessor.

24. MODIFICATION.

No modification of this lease shall be binding unless in writing and executed and acknowledged in due form for record.

25. MISCELLANEOUS.

A. In the event of damage being done to the leased premises by the reason of the negligence or acts of any third

party, the Lessee shall have the sole and exclusive right to maintain legal proceedings against any such third person for damages occurring during the term of this lease and to retain any judgment or award for damages recovered as a result thereof.

B. The Lessee agrees to keep the public sidewalks adjacent to the leased premises free and clear of ice and snow within a reasonable period after the occurrence of such condition.

C. Where the word "Lessor" and "Lessee" is used herein and singular pronouns used in connection therewith, the same shall refer to the respective parties and their successors and assigns as set forth in this agreement.

D. Where the phrase "term hereof" is used in this agreement, it shall, unless specifically modified, refer to the original period of twenty (20) years plus any extensions.

26. SUCCESSORS, ETC.

The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

27. PRIOR LEASE.

This agreement is a complete amendment and restatement of all provisions of, and wholly supercedes, the restated lease of the leased premises dated January 1, 1967, as modified and amended (the "Prior Lease") in effect between the parties hereto just prior to its supercession hereby, and such Prior Lease shall have no further force or effect, except that obligations of either party thereunder to the other party thereunder which had accrued but were unpaid or not completely performed, satisfied or discharged as of December 26, 1974 shall be deemed obligations hereunder with the same effect as though specifically

recited herein as terms, covenants or conditions hereof.

Dated and signed on this 26 day of December,  
1974.

Witnessed by:

LESSOR:

Kathleen A. Gault

Jaren E. Hiller  
Jaren E. Hiller, individually

FAMILY TRUST UNDER THE WILL OF  
RAY P. HILLER

Kathleen A. Gault

By: Jaren E. Hiller  
Jaren E. Hiller, Trustee

Kathleen A. Gault

H. Burt Hiller  
H. Burt Hiller, Trustee

Teresa Stewart

Don A. Hiller  
Don A. Hiller, Trustee

LESSEE:

GODFREY COMPANY

Frederic L. Law

By: John A. Godfrey  
President

Countersigned

Gloria Miller

By: Robert M. Schaefer  
Secretary

KNOWN AS SOUTH 108TH STREET, 1/4 CITY OF WEST ALLIS, WISCONSIN  
 THAT PART OF THE N 1/4 OF SECTION 5, T 6 N, R 21 E, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN,  
 MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

THENCE DUE SOUTH ALONG THE WEST LINE OF SAID 1/4 SECTION 1396.25 FT. TO THE POINT OF BEGINNING OF THE LAND TO  
 BE DESCRIBED;

THENCE DUE EAST 660.00 FT. TO A POINT; THENCE DUE SOUTH AND PARALLEL TO THE WEST LINE OF SAID  
 1/4 SECTION 320.75 BY LIND (223.40 FT MEASURED) TO A POINT; THENCE SOUTH 89° 40' 00" WEST AND PARALLEL TO  
 THE NORTHERLY RIGHT OF WAY LINE OF THE WISCONSIN ELECTRIC COMPANY 26.00 FT. TO A POINT; THENCE DUE SOUTH  
 AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION 50.00 FT. TO A POINT; THENCE SOUTH 89° 40' 00" WEST OF A LINE  
 THE NORTHERLY RIGHT OF WAY LINE OF THE WISCONSIN ELECTRIC COMPANY; THENCE SOUTH 89° 40' 00" WEST OF A LINE  
 WHICH IS 165.00 FT. NORTH OF AND PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF THE WISCONSIN ELECTRIC  
 COMPANY 236.41 FT. TO A POINT ON THE WEST LINE OF SAID 1/4 SECTION; THENCE DUE NORTH ALONG THE WEST LINE OF  
 SAID 1/4 SECTION 414.24 FT. TO THE POINT OF BEGINNING.

EXCEPTING THAT PART TAKEN FOR PUBLIC RIGHT OF WAY PURPOSES AND EXCEPTING THAT PORTION DEDICATED FOR WEST  
 MITCHELL STREET AND SOUTH 108TH STREET.

*Now* Exhibit "A"

EXHIBIT "A"

That part of the NW 1/4 of Section 5, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin, more particularly bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence due South along the West line of said 1/4 Section 1598.24 ft. to the point of beginning of the land to be described; thence due East 660.00 ft. to a point; thence due South and parallel to the West line of said 1/4 Section 320.75 ft. to a point; thence South 89° 40' 00" West and parallel to the Northerly right of way line of the Wisconsin Electric Company 26.00 ft. to a point; thence due South and parallel to the West line of said 1/4 Section 90.00 ft. to a point; which is 165.00 ft. North of the Northerly right of way line of the Wisconsin Electric Company; thence South 89° 40' 00" West on a line which is 165.00 ft. North of and parallel to the Northerly right of way line of the Wisconsin Electric Company 634.01 ft. to a point on the West line of said 1/4 Section; thence due North along the West line of said 1/4 Section 414.24 ft. to the point of beginning, excepting therefrom the West 60.00 ft. for public right of way purposes, as shown on survey attached hereto and marked Exhibit "B".

CRESTWOOD DEAL

*CP1 12-74*  
1/1/75 Lease -- 20 yr. absolute net rent/yr (1-15 yr) \$130,700.00  
Mortgage pay -- 1,000,000 -- 8 7/8% per yr (1-15 yr) 111,640.00  
Cash Flow 19,060.00

15th - 20 yr (Balloon 292564.70)

1/1/90 Rent - yr. (5%) 69,350.00  
Mortgage pay - yr. 44,235.00  
Cash Flow 25,115.00

Balloon pay after 20 yr. *11/1/95* 178,102.91

3-5 yr options @ cost of living increase times \$69,350- not to exceed  
\$ 130,700.00

Lot size -- 5.5 Acres

Bldg. size -- 115,900 square feet